Collective Bargaining Agreement

between the

Collier County Education Association

and the

District School Board of Collier County

July 1, 2022 – June 30, 2025

Revisions to Salary for 2024 - 2025*

*Revised to reflect changes approved by board on October 8, 2024, which have an effective date of July 1, 2024

THE DISTRICT SCHOOL BOARD OF COLLIER COUNTY
5775 Osceola Trail, Naples, FL 34109
Phone: (239) 377-0001

SCHOOL BOARD		SUPERINTENDENT
District I	Jory Westberry, Vice Chairperson	Kamela Patton, Ph.D.
District II	Stephanie Lucarelli	
District III	Jen Mitchell, Chairperson	
District IV	Erik Carter	
District V	Roy Terry	

SCHOOL BOARD'S 2022 COLLECTIVE BARGAINING TEAM:

Valerie Wenrich, Assistant Superintendent Human Resources/ Chief Negotiator
John Antonacci, Assistant Superintendent of Financial Services
Dr. Elizabeth Alves, Associate Superintendent/T&L
Dr. Leslie Ricciardelli, Deputy Superintendent / Principal Leadership
Andrew Brown, Senior Director/Human Resources
Karen Phillips, Director/HR Compensation
Joseph Mikulski, Principal (Golden Gate High School)
John Breault, Director of Talent Management
Kelly Zwack, Principal (Laurel Oak Elementary)

THE COLLIER COUNTY EDUCATION ASSOCIATION
6710 Lone Oak Boulevard, Naples, FL 34109
Phone: (239) 592-7773

CCEA 2022/23 OFFICERS AND STAFF:

President	Ken Mouton (Golden Gate High)
First Vice President	Pam Baldwin (Oakridge Middle)
Second Vice President	Steve Sullivan (Golden Gate High)
Secretary	Carlye Trickett (Cypress Palm Middle)
Treasurer	Krystal Kelley (Lake Trafford Elementary)
District 1 Vice President	Aaron Chambers (Lely High)
District 2 Vice President	Kelly Parker (Pine Ridge Middle)
District 3 Vice President	Jeanette Mouton (Golden Gate High)
District 4 Vice President	Rosanne Mello (Alternative Schools)
District 5A Vice President	Christen Bertz (Lake Trafford Elementary)
District 5B Vice President	Beth Freshwater (Sabal Palm Elementary)
District Vice President (At Large)	Karen Pelletier (Seagate Elementary)
Service Unit Director	Lyle Farmar (CCEA Office)
Service Unit Director	Esmond Lewis (CCEA Office)
Office Manager	Rhonda Shimel (CCEA Office)

CCEA's 2022 COLLECTIVE BARGAINING TEAM:

Pam Baldwin, Chief Spokesperson (Oakridge Middle)
Ken Mouton, President (Golden Gate High)
Steve Sullivan (Golden Gate High)
April Mapes (Oakridge Middle)
Krystal Kelley (Lake Trafford Elementary)
Christen Bertz (Lake Trafford Elementary)
Jimmy Camp (Immokalee High)
Lyle Farmar, Service Unit Director (CCEA Office)
Esmond Lewis, Service Unit Director

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PREAMBLE

WHEREAS, this Agreement is entered into in good faith between the School Board of Collier County, Florida, hereinafter referred to as the BOARD, and the Collier County Education Association, (the exclusive bargaining representative for teaching personnel) hereinafter referred to as the ASSOCIATION;

WHEREAS, the parties recognize teaching as a profession requiring specialized educational skills and qualifications;

WHEREAS, the ASSOCIATION recognizes the authority of the BOARD for the determination of educational policy;

WHEREAS, the BOARD recognizes the value of advice of the professional staff in the development of its educational goals;

WHEREAS, the BOARD and the ASSOCIATION recognize the importance of the optimal utilization of the abilities of the professional staff;

NOW THEREFORE, in consideration of the foregoing and of the covenants hereinafter set forth, the BOARD and the ASSOCIATION do hereby agree as follows:

ARTICLE 1 – RECOGNITION/DEFINITIONS

1.01 The BOARD recognizes the ASSOCIATION for the purpose of collective bargaining as the exclusive representative for those EMPLOYEES listed in Section 1.02. Amendments to the bargaining unit represented by the ASSOCIATION shall be made in accordance with Florida Statute 447 and/or the rules of the Public Employees Relations Commission.

1.02 Such EMPLOYEES include:

Advisor, Workforce Education
Counselor, School
Diagnostician, Speech & Language
Specialist, ESE Program Support
Specialist, Intervention Support
Specialist, Literacy
Specialist, PreK Staffing Transition
Teacher (includes Media Specialist and Speech & Language Pathologist)

This statement shall not, by implication, affect or cover any other employee of the BOARD, but rather, all present employees are expressly excluded. However, any new classifications shall neither be included or excluded automatically.

1.03 The following terms within this AGREEMENT shall have the following meaning:

1.031 "EMPLOYEE(S)" shall refer to any personnel of the School Board of Collier County, Florida, listed in 1.02 of this AGREEMENT excluding part-time employees.

1.032 "BOARD" shall refer to the School Board of Collier County, Florida.

1.033 "ASSOCIATION" shall refer to the Collier County Education Association.

1.034 "SUPERINTENDENT" shall refer to the chief executive officer and secretary of the School Board of Collier County, Florida.

1.035 "SUBSTITUTE EMPLOYEE" shall refer to an individual hired on a day-to-day basis or to replace an EMPLOYEE on BOARD-approved leave within the school year or to replace an EMPLOYEE who has resigned until such time that an individual is hired as an EMPLOYEE or contracted under the provisions of 6.061 in Article 6—ASSIGNMENT AND TRANSFER.

1.036 "Temporary Employee for Office of Civil Rights Compliance" shall refer to an individual hired for an unspecified period of time to hold a position as a result of OCR compliance. Said individual shall be placed on annual contract with no expectation of additional employment beyond the time a minority EMPLOYEE is hired and placed in the position. Such temporary EMPLOYEES shall be issued annual contracts, which establish eligibility for normal benefits as members of the bargaining unit. The annual contract may be terminated for no cause.

1.037 "Part-time Employee" shall refer to an individual employed for less than 50% time per week or an individual who is contracted for fewer than 60 consecutive workdays in the same fiscal year of the school district.

1.038 "Principal" shall refer to the administrator to whom the EMPLOYEE is responsible at the EMPLOYEE's school or work site. The Principal may designate an assistant principal for this purpose.

1.039 "AGREEMENT" shall refer to the full and complete agreement between the BOARD and the ASSOCIATION, duly signed and ratified, as set forth in this document.

ARTICLE 2 – NEGOTIATION PROCEDURE

2.01 It is understood and agreed to by both parties that this contract represents their full and entire agreement. It may be changed only through the voluntary mutual consent of the parties, in written and signed amendment(s) to this AGREEMENT.

2.02 This AGREEMENT shall be in harmony with Florida Statutes and Florida State Board of Education Rules. Any change in or amendment to the appropriate section of Florida Statutes and/or Florida State Board of Education Rules, occurring during the lifetime of this AGREEMENT, shall control, from and after the effective date of such change and/or amendment; and the terms of this AGREEMENT shall thereafter be construed and performed in compliance with such change and/or amendment.

2.03 Any provision of BOARD policy that is in force and effect on the day this AGREEMENT is signed, and which is NOT by specific reference made a part of this AGREEMENT, may be amended unilaterally by the BOARD in the manner provided for by law.

2.04 The parties agree that their representatives shall have the authority and power to negotiate in good faith. Upon completion of these negotiations, the tentative agreements signed by the teams designated by each party shall be supported by the respective representatives throughout the ratification process. Ratification by a majority of the BOARD and by a majority of the membership of the bargaining unit voting shall be required before the AGREEMENT is binding on the parties.

2.05 Negotiations shall commence no later than May 1 of each year. During the term of this AGREEMENT, either party may open negotiations on Article 12 (including the referenced appendices) only.

3.01 It is the responsibility of the EMPLOYEE to report promptly to the Human Resources Office any change in name or address.

3.02 It is the responsibility of all EMPLOYEES to provide supplementary student progress reports at the request of a parent, guardian or the Principal. Interim student grades shall be provided for all students. Students being considered for retention in grades K-8 shall be provided student interim progress reports according to Pupil Progression Plan procedures.

3.03 An ASSOCIATION representative shall be given an opportunity at each building faculty meeting to present a brief report and announcements. The Principal shall have the right to limit these reports to a reasonable time.

3.04 The ASSOCIATION may be permitted to transact official ASSOCIATION business at any school center before or after the official student day at each center. ASSOCIATION meetings conducted on duty days when students are not in attendance shall be held during the first thirty (30) minutes of the workday or the last thirty (30) minutes of the workday or during lunchtime. If such business is a meeting requiring use of any portion of the school center, the approval of the Principal shall be obtained first. These meetings shall in no case exceed two each calendar month. Upon request, such meetings shall be announced in the daily school bulletin where said bulletin exists and may be announced by a CCEA representative over the school public address system either prior to the beginning of or following the conclusion of the student day.

3.05 The ASSOCIATION shall have the right to post notices of activities and matters of ASSOCIATION concern on appropriate and specifically assigned bulletin board space. Bulletin board space shall be provided in each school building. ASSOCIATION representatives shall have the right to use EMPLOYEE mailboxes for distribution of communications to members of the bargaining unit. A complimentary copy of all items which are to be either posted or distributed shall be provided to the building Principal and the Office of the SUPERINTENDENT at the time of said posting or distribution.

The rights granted in this provision shall apply only to the Collier County Education Association as the exclusive bargaining agent for the EMPLOYEES as limited by state and federal law. These rights shall not be granted to any other union prior to the filing of a petition to intervene. The granting of this right of exclusivity to the Collier County Education Association will, in no way, infringe upon the rights of the individual EMPLOYEE.

3.06 School system materials shall not be consumed for personal or ASSOCIATION activities. School system equipment may be used at the school site for ASSOCIATION activities with prior approval by the Principal or his designee.

3.07 Upon receipt of the proper written authorization from the EMPLOYEE, the BOARD agrees to and shall deduct from the salary due each EMPLOYEE payments for:

a. Mutually approved group insurance plans

b. Deferred compensation plans and tax-sheltered accounts compliant with School Board Policies and Procedures.

c. Professional dues (when deducted as a joint sum) so long as the distribution and collection of needed paperwork are assumed and handled by the ASSOCIATION. The form to be signed by each EMPLOYEE shall be as per Appendix I, attached hereto and made a part of this AGREEMENT by this reference.

d. Uniform ASSOCIATION assessments so long as distribution and collection of needed paperwork are assumed and handled by the ASSOCIATION. The ASSOCIATION shall hold the BOARD harmless in any matter involving ASSOCIATION assessments. However, mutually agreed upon efforts will be made to adjust erroneous assessments from future payments.

e. Suncoast Schools Federal Credit Union

f. United Way

g. Florida Pre-Paid College Program for EMPLOYEES' dependent children (There must be a minimum of 50 employees District-wide participating in this program at all times for this Program to be implemented and continued).

3.08 The BOARD agrees to furnish to the ASSOCIATION, in response to reasonable requests, the following:

a. Annual finance reports and audits

b. Directory of EMPLOYEES

c. Budget proposals as presented to the BOARD by the SUPERINTENDENT

d. Pupil enrollment, membership and attendance data

e. Copy of BOARD rules and changes

f. BOARD packet made available when released to the media

The ASSOCIATION agrees upon request to provide the SUPERINTENDENT with all information filed with the Public Employees Relations Commission.

Either party shall have the right to seek and have made available from the other additional information, which is not of a privileged or confidential nature. Written request shall be made, with reply within ten workdays.

The BOARD reserves the right to charge a reasonable fee for document requests pursuant to BOARD policy.

3.09 Two members of the ASSOCIATION, chosen by the ASSOCIATION President, shall be permitted to attend meetings of the BOARD, without loss of pay, provided any expense for a needed substitute shall be paid by the ASSOCIATION. The President shall notify the SUPERINTENDENT and the EMPLOYEES' Principal(s) in writing, by e-mail or fax 48 hours in advance of attending the meeting.

3.10 The Executive Board of the ASSOCIATION and the SUPERINTENDENT shall meet upon the request of either at a mutually agreed upon time and place during the school year to review and discuss current school problems and practices.

3.11 Faculty Advisory Council (FAC)

A Faculty Advisory Council (FAC) shall be established at each school center for acting as an advisory group to the School's administration. One (1) EMPLOYEE from each recognized department or team shall be elected by the members of such department or team to serve on the FAC. One CCEA building representative who is not already elected by members of each recognized department, team or grade level may choose to participate as a member of FAC. The principal and/or a member of the faculty shall announce the need for members. The principal shall not be held responsible if no EMPLOYEES volunteer to be members. The FAC shall annually elect an EMPLOYEE to serve as Chair. The FAC and Principal shall meet upon the request of either at a mutually agreed upon time. The agenda for any meetings of the FAC with the Principal shall be the responsibility of the requesting party. At the outset of the meeting, the invited party shall have the right to add items to this agenda after all items originally submitted for the agenda have been addressed. Principals will respond to outstanding agenda items within ten (10) workdays. Minutes of all meetings of the FAC and Principal shall be the responsibility of the EMPLOYEES serving on the FAC.

3.12 As to any committee established by the SUPERINTENDENT or BOARD relevant to teaching conditions on which it is appropriate to have EMPLOYEES, the ASSOCIATION shall name such EMPLOYEES, provided, however, that nothing herein shall prevent the naming of additional EMPLOYEES by the SUPERINTENDENT to said committee. Names for committee membership shall be submitted by the ASSOCIATION within ten (10) workdays of receipt of the request from the Office of the SUPERINTENDENT.

An annual school calendar committee shall be formed within the guidelines stated herein. Should discussion of a proposed calendar be desired by either the SUPERINTENDENT or the ASSOCIATION, such discussion shall be conducted prior to BOARD approval.

3.13 The private and personal life of an EMPLOYEE is not the appropriate concern of the BOARD, except to the extent it may interfere with the EMPLOYEE's responsibilities to and relationships with pupils, parents and/or school personnel.

3.14 When a conference is held primarily for the purpose of EMPLOYEE discipline, the EMPLOYEE shall have the right to the presence of a union-representative witness of his/her choosing. The EMPLOYEE may request and be granted a delay of 48 hours for said meeting except in the case of an emergency. The EMPLOYEE shall be given prior written notice of the reason of such meeting. Any verbal or written reprimand or other disciplinary action of an EMPLOYEE shall be conducted in private in a professional manner. For purposes of this provision, discipline includes a verbal or written reprimand or a recommendation for suspension or termination.

3.15 Student Discipline

Pursuant to F.S. 1003.32, when the gravity of the offense, the persistence of the misbehavior, or the disruptive effect of the behavior makes the continued presence of the student in the classroom unacceptable, an EMPLOYEE may exclude a student from his class until the student has been seen by the appropriate administrator and corrective action, if warranted by the administrator, has been taken and communicated to the teacher through email, face-to-face communication, or a copy of the discipline referral. The referring teacher must communicate the nature of the offense to the appropriate administrator/designee at the earliest practicable moment and provide a written referral by the end of the day. It is understood that without timely communication, the administrator may be unaware of the gravity of the offense and return the student to class.

Teacher authority to remove students from the classroom pursuant to F.S. 1003.32 procedures, refer to the Board approved Code of Student Conduct, Appendix A.

3.16 An EMPLOYEE may request reimbursement for damage or destruction of personal property resulting from an illegal action against an EMPLOYEE while he is engaged in the performance of his duties. Such request may not be made for damage or destruction to the home of the EMPLOYEE. An EMPLOYEE may request reimbursement to his auto up to a maximum of $500 toward the EMPLOYEE's personal auto deductible only if it is proven that damage to his auto occurred on school property as a result of student vandalism when the EMPLOYEE is working in an official capacity.

The granting or denial of the EMPLOYEE's request shall be at the discretion of the SUPERINTENDENT or his designee and not subject to the provisions of the grievance procedure.

3.17 An EMPLOYEE's assessment shall not be affected nor shall any disciplinary action be taken or formal investigation conducted by school district personnel on the basis of a complaint unless the EMPLOYEE is first informed of the complaint and the name of the person making the complaint (if the name is known). Nevertheless and notwithstanding anything else contained herein to the contrary, no evidence or information obtained from such a complaint may be excluded or challenged as inadmissible in any hearing, grievance or disciplinary proceeding of any type solely because the EMPLOYEE was not first informed of the existence and nature of the complaint prior to an investigation being initiated by the BOARD through its proper representatives.

3.18 EMPLOYEES shall be entitled to free admission to school sponsored athletic events within the Collier County School District, which are below the tournament level. The EMPLOYEE shall be responsible for providing an official DISTRICT identification badge in order to gain admission.

3.19 Physical and Psychological Examinations and Tests

The cost of all physical, psychological or psychiatric tests or examinations taken by EMPLOYEES at the request or order of the SUPERINTENDENT or his designee, except those examinations or tests, which are prerequisites of initial employment, shall be borne by the BOARD.

At all times, the choice from among state-licensed physicians, psychologists, or psychiatrists shall be made by the EMPLOYEE from a list provided by the SUPERINTENDENT or his designee.

An EMPLOYEE shall have the right to seek an additional opinion or judgment from among state-licensed physicians, psychologists, or psychiatrists of the EMPLOYEE's choosing. The cost shall be borne by the EMPLOYEE. When the option is exercised, the additional opinion shall be attached to any other medical opinion under consideration with respect to disciplinary action against the EMPLOYEE except as noted in 11.023.

3.20 Any incident of harassment upon an EMPLOYEE by an administrator shall be grounds for a formal grievance with Association representation in accordance with Article 8.

3.21 EMPLOYEES shall have the right to have their child/children attend their worksite when deemed appropriate to meet their child/children's needs. EMPLOYEES shall receive priority consideration for their child/children to attend the worksites at alternate school levels (elementary, middle, high) within their worksite feeder pattern. EMPLOYEES shall have the right to appeal the decision to an appeal panel designated by the Superintendent by presenting a justification of unusual hardship or disservice to the child should the decision remain. The appeal panel shall consist of at least two (2) persons designated by the Superintendent. The decision of the Superintendent's panel shall be final.

4.01 The BOARD and the ASSOCIATION acknowledge that the EMPLOYEE's primary responsibility is to teach and that his/her energies should be utilized to that end. If extra duties need to be assigned, they will be on a voluntary basis first and then on an equal rotational basis among all EMPLOYEES as determined by the Principal, disseminated at the beginning of the school year to all EMPLOYEES, and updated as needed throughout the school year. Any concerns would be addressed by the FAC.

4.02 The EMPLOYEE Work Day/Work Week

4.021 The EMPLOYEE workday shall consist of 7 ½ hours, except as noted in this Article with times being set by the principal with the approval of the SUPERINTENDENT.

4.022 The teacher's 37.5-hour workweek shall include 250 minutes of planning/preparation time within the student day to the greatest extent possible. Exceptions to this 250 minute weekly time within the student day should be addressed by the Faculty Advisory Council. Assignments shall not be made by Principals that infringe on the EMPLOYEE's daily block of planning/preparation time except for emergencies or other unforeseen circumstances or with the EMPLOYEE's approval. No EMPLOYEE shall be required to utilize his/her planning time in the presence of students except for emergencies or other unforeseen circumstances or with the EMPLOYEE's approval.

For Workforce Education and Alternative Schools teachers, the 250-minute weekly planning time may occur before and/or after the student day.

4.023 EMPLOYEES teaching at a middle or high school that follows a seven period day shall receive a planning period within the student day of no less than forty-five minutes per day or 225 minutes per five-day week. In addition, these EMPLOYEES shall have a block of 25 minutes of contract time before or after the student day on one day per week as planning/preparation time.

4.024 The workday for high school EMPLOYEES may be extended by the Principal up to thirty (30) minutes per month for conducting meetings. Unless emergency conditions exist, the Principal shall provide forty-eight (48) hours' notice to call said meetings.

4.025 Both parties to this AGREEMENT recognize that increased faculty involvement is positive but causes problems with available work time. Principals will work closely with EMPLOYEES in developing schedules for meetings in order that work time is efficiently utilized, with as little infringements on planning time as possible.

4.026 Exceptions for EMPLOYEES working in a COVE (Collier Online Virtual Education) assignment:

a. Deviations to the 7.5-hour workday may occur to provide flexibility to meet student needs.

b. In all cases, the EMPLOYEE will work total hours for the workweek equivalent to working 7.5 hours per day.

c. The regular workweek may include work hours on Saturday and/or Sunday.

4.027 Exceptions for EMPLOYEES working in non-classroom assignments:

a. During the first five contractual days of the school year, EMPLOYEES, in conjunction with Administration, will develop a planning time schedule within the student day as per 4.022 with the understanding that planning time may be adjusted within the student day based on the needs of the school as directed by the principal.

b. In the event of a 1.0 FTE vacancy or extended approved leave, EMPLOYEES in same position who assume additional responsibilities for five (5) consecutive student days will be compensated per Appendix A Differentiated Pay for Additional Responsibilities in Lieu of Planning Period commencing on the 6th day.

4.03 Each EMPLOYEE shall be allowed to leave school twenty (20) minutes prior to the end of the 7 1/2-hour teacher work day on those days when students are in attendance but not in attendance the following day and on a day

when a meeting will be held in the evening at which the EMPLOYEE is required to be in attendance and on the day following a day when a meeting will be held in the evening at which the EMPLOYEE is required to be in attendance. EMPLOYEES in schools in which the schedule does not provide for 20 minutes between the end of the student day and end of the teacher workday may arrive at work 20 minutes later on the above referenced days. Consideration will be given to exempting middle and high school employees who teach all blocks and periods in the student schedule from extra-duty assignments.

EMPLOYEES assigned to Immokalee and Everglades City Schools, excluding Alternative Schools EMPLOYEES, shall be allowed to leave school immediately following student dismissal in accordance with the above conditions. Each EMPLOYEE may arrive late or leave early from work 20 minutes on the first workday of each week. EMPLOYEES will attend parent conferences on that day in the event a parent is unable to schedule the conference any other day of the week. If an EMPLOYEE must participate in a parent conference on the first workday of the week, the EMPLOYEE shall receive permission from the principal to arrive late or leave early on another day of that week other than Friday.

Under no circumstances shall an EMPLOYEE be allowed to leave prior to student dismissal under this provision.

Unless excused by the Principal, EMPLOYEES shall attend open house/parent nights and/or graduation exercises and contract make-up days (e.g. “hurricane days,” etc.). The Principal shall designate and provide three (3) days’ notice for such meetings. EMPLOYEES will not be required to attend more than two (2) such meetings per year. Attendance at meetings or school activities held on Saturdays or Sundays, exclusive of graduation exercises, shall not be obligatory for EMPLOYEES.

Early release days: The provisions of subsection 4.03 do not apply to early release days.

4.04 EMPLOYEES required to conduct parent conferences at locations other than their regular school(s) of assignment may do so at times outside of their normal 196-day contract year and the 7.5-hour workday. EMPLOYEES shall be compensated for all time expended in conducting such parent conferences, including travel time, at their current hourly rate based on approved timesheets. Every effort shall be made to provide a safe environment for EMPLOYEES who are required to conduct home visitations.

4.05 EMPLOYEE INSERVICE

An EMPLOYEE shall regularly attend in-service and faculty meetings. Attendance at any in-service, faculty, or school-related meetings shall not be required beyond the normal 7 1/2-hour EMPLOYEE workday except as noted in 4.02, 4.03 and 12.05.

EMPLOYEES may attend in-service training of their choice upon receiving approval of their building Principal. Individual EMPLOYEES also may be assigned to attend specific in-service training by the Principal during the EMPLOYEE’s regular contract period. EMPLOYEES are encouraged to submit in-service proposals to the Principal for review. Except in case of emergency, the subject of each in-service training will be provided to the faculty of each school center at least five (5) days prior to the commencement of the in-service training.

EMPLOYEES who are required to attend in-service training outside of their normal contractual year shall be compensated at their daily rate through an extension of contract. Furthermore, extension periods shall be either immediately succeeding or preceding the normal contractual year and shall be limited to three (3) days annually with written notice given ninety (90) calendar days prior to the beginning of the contract extension period. The SUPERINTENDENT may waive the requirement to attend at his discretion.

4.06 EMPLOYEES shall have access to the use of a telephone for professional use or to attend to family concerns. The telephone(s) designated for such purpose(s) shall be located in areas, which provide a level of privacy. Only in emergency situations, shall EMPLOYEES make or receive telephone calls while in charge of pupils. In no event shall an EMPLOYEE use telephone facilities to make business calls.

4.07 Workplace Safety

The BOARD and each EMPLOYEE shall be subject to the provisions of Florida Statutes. Each EMPLOYEE shall report promptly in writing (email acceptable) to the Principal any physical condition in the school, which s/he considers potentially unsafe, hazardous, or unhealthy to students and/or EMPLOYEES in the school. If, after ten (10) workdays, the EMPLOYEE is dissatisfied with the Principal's written response, s/he may contact in writing the appropriate district-level administrator (i.e. Executive Director) for a review. The EMPLOYEE shall receive a written response ten (10) workdays from the date of receipt in the Human Resources Office.

4.08 Lunch Periods

A lunch period of thirty-five (35) duty-free minutes shall be guaranteed for each EMPLOYEE on each student day. With the exception of early release days, the duty free lunch period shall commence no earlier than 10:00 a.m. and no later than 1:30 p.m., unless an EMPLOYEE requests a deviation from this time frame and the Principal approves the request. Circumstances may occasionally require a deviation from the "duty-free" concept. Such deviation, however, shall not require EMPLOYEES to remain with their students unless extenuating circumstances or emergency conditions exist. With prior notification to the Principal via email, EMPLOYEES may be permitted to leave the work site during their lunch period. EMPLOYEES shall be provided a lunch period of sixty (60) minutes when students are not in attendance.

4.09 Any case of verbal or physical assault upon an EMPLOYEE shall be reported promptly to the Principal. The Principal shall render reasonable assistance to the EMPLOYEE in connection with handling of the incident by law enforcement authorities. Legal services may be provided at the discretion of the BOARD.

4.10 The parties recognize that class size has an impact on the educational process. Any EMPLOYEE who believes that his/her teaching load is excessive or that classroom conditions are detrimental to students' learning should bring the concerns forward in writing to the Principal. If, after ten (10) workdays, the EMPLOYEE is dissatisfied with the Principal's written response, s/he may contact in writing the appropriate district-level administrator (i.e. Executive Director of Human Resources) for a review. The EMPLOYEE shall receive a written response (email acceptable) within ten (10) workdays.

At the secondary level, all efforts shall be made to limit preps at or below four (4) academic courses for substantively different core courses. Core courses are defined as secondary math, science, social studies, and English and excludes honors, AICE, advanced placement, credit recovery, ESE and ESOL as well as related arts (PE, Art, Music, Technology/CTE). This provision would not apply to the alternative schools, Immokalee Technical College, Glades Technical College, Lorenzo Walker Technical College and Everglades City Schools.

4.11 Schedules for teacher workdays, which are beyond the 180-day student school year, shall include the following (see also Appendix A):

a. No less than four uninterrupted half-days shall be set aside to allow EMPLOYEES to work at their school site in preparation for the new student year. EMPLOYEES new to the district will be required to attend orientation sessions for up to two days outside of their regular contract. For the purposes of this provision, a "one-half (1/2) day" shall consist of no less than three (3) consecutive hours and "EMPLOYEES new to the district" does not include former EMPLOYEES returning to the district with a break in service of 18 calendar months or less.

b. For schedules with four or fewer grading periods per year, no less than one (1) day shall be set aside for EMPLOYEES to work at their school site at the conclusion of each of the first three grading periods in order to complete the grade-reporting process, engage in planning and parent conferencing or prepare to close out the semester. EMPLOYEES may be required to attend faculty meetings, not to exceed one hour in length, as part of these workdays. There will be a minimum of two (2) full workdays between the last student day of these grading periods and the interim report periods and the deadline for submission of grades. At the conclusion of the last grading period, one (1) full day will be set aside for EMPLOYEES to work at their school sites in order to close out the school year. Elementary EMPLOYEES shall not be required to submit final fourth quarter grades and/or comments prior to the conclusion of the final teacher contract day (preliminary fourth quarter grades and/or comments may be required to be submitted on an earlier date). For schedules that have more than four grading periods per year, e.g. 4X4 block schedule, every attempt will be made to schedule an early release day at the end of each grading period for which there is no full day between grading periods. To compensate for the loss of in-service time on the early release days, one-half of the workday at the end of the other grading periods may be used for in-service.

4.12 Itinerant EMPLOYEES regularly assigned to more than one school on the same school day shall not be responsible for any extra duty assignment.

4.13 EMPLOYEE contracts may be pre- or post-extended as required by the SUPERINTENDENT for activities including, but not limited to, new school openings and the relocation of programs or schools. Said contract extensions shall be contiguous with the normal contractual year and shall be limited to three (3) days annually. The contract may be extended beyond the three (3) day limit if mutually agreed to by the EMPLOYEE and the SUPERINTENDENT. When such pre or post extensions are required, affected EMPLOYEES shall be notified no later than May 1. Such extensions may be cancelled with no obligation due to changes in the availability of funding. If cancellation is necessary, notification will be given to the EMPLOYEES within five days of the cancellation. The SUPERINTENDENT may waive the requirement to attend at his/her discretion.

4.14 At the discretion of the SUPERINTENDENT, less than full-time contracts may be offered to qualified EMPLOYEES willing to share a full-time instructional assignment for not more than one school year except as recommended by the Principal and approved by the SUPERINTENDENT. All salaries and benefits shall be calculated on the proportionate basis of a 7.5-hour teaching day and a 196-day contract year using each EMPLOYEE's appropriate salary classification.

An EMPLOYEE contracted for 50% or more of the time served by a full-time EMPLOYEE shall be credited for a full year's service for salary and retirement purposes.

An EMPLOYEE who held a full-time instructional position within the District prior to being employed on a shared contract shall be returned to full-time status in the subsequent school year provided a vacancy exists for which said EMPLOYEE is certified.

4.15 An EMPLOYEE shall be allowed to deviate from their regular work hours with prior approval of the Principal. All approved time must be made up within five (5) contract days of its being used. If an extension of the regular work hours is required for student safety (i.e. inclement weather or lockdown), time must be restored at a mutually agreed upon day/time between EMPLOYEE and Principal within ten (10) contract days.

4.16 The Board will take necessary steps to assist EMPLOYEES who decide to breastfeed their infants as provided in Board Policy 3425.

5.01 ALL EMPLOYEES shall be assessed in accordance with s. 1012.34, F.S., through the provisions of the Focused Teacher Evaluation Model ("FTEM"). Should Florida law regarding teacher evaluation system requirements be changed by the Florida legislature or overturned by a court decision to which the District School Board of Collier County is subject, the parties agree to promptly renew collective bargaining negotiations for this article.

5.02 The Principal, Assistant Principal, or, in the case of district locations, the appropriate supervising administrator (for purposes of this Article, hereinafter collectively the "Administrator[s]") is responsible for the assessment process. All EMPLOYEES shall be fully informed annually of the assessment criteria and procedures, including the EMPLOYEES' right to respond, in the context of an orientation session designed for this purpose. Orientation session(s) shall be completed for all EMPLOYEES, regardless of hire date, prior to the implementation of the annual assessment process for each EMPLOYEE. Orientation session(s) may be conducted by the Administrator or other designated individual(s).

5.03 EMPLOYEE Categories

5.031 First Year EMPLOYEE (First consecutive year of service in the District, regardless of prior experience)

5.032 Category I - EMPLOYEE in 2nd through 3rd year of consecutive service in the District (First 3 years of consecutive service in the District) or new to the District regardless of prior experience

5.033 Category II

EMPLOYEE in 4th through the 10th year of consecutive service in the District

5.034 Category III – EMPLOYEE with more than 10 years of consecutive service in the District

5.035 Category IV EMPLOYEE – EMPLOYEE who receives a Final Evaluation rating of Unsatisfactory for the prior year or EMPLOYEE who receives a second consecutive Final Evaluation rating of Needs Improvement or EMPLOYEE who receives a second Final Evaluation rating of Needs Improvement within a consecutive three-year period

5.036 Category V – EMPLOYEE who teaches at eCollier Academy **will remain for the year of employment

5.037 Any EMPLOYEE who returns to the District with a break in service of 18 calendar months or less will return to the category for which he/she was identified prior to his/her most recent break in service.

5.04 Classroom and Non-Classroom EMPLOYEES

5.041 Classroom EMPLOYEES: EMPLOYEES whose primary duty is instructing students in courses in classroom situations, including basic instruction, exceptional student education, career education, and adult education.

5.042 Non-Classroom EMPLOYEES: EMPLOYEES whose primary duty is to support the instructional process by means other than providing direct instruction to students, to include:

a. Media Specialists
b. Exceptional Student Education Program Specialist
c. School Counselors
d. Academic Coaches
e. Teachers on Special Assignment (TSA)
f. Literacy Specialists

5.05 Final Evaluation Score:

5.051 An EMPLOYEE's final evaluation will be based 67% on an Instructional Practice score that is earned from school administrator and/or district administrator, and potentially peer observations and 33% on student growth as calculated by the state's value-added model when provided by the state or through a similar District created value-added

model. In situations in which a District created value-added model is not deemed an appropriate measure, a student achievement measure or other growth measure may be utilized upon agreement with the ASSOCIATION. The Instructional Practice score will be based on 67 available points and the Student Growth score will be based on 33 available points.

5.052 Final Evaluation Scale

The total points earned for instructional practice and student growth will be combined to achieve a final evaluation score. A final evaluation scale from 0-100 points will be used to assign each EMPLOYEE a rating as Highly Effective, Effective, Needs Improvement/Developing, or Unsatisfactory. The instructional practice score and the growth score will be added together rounded to the whole number.

The agreed upon scale for First Year EMPLOYEES is:

80-100	Highly Effective
45-79	Effective
26-44	Developing
0-25	Unsatisfactory

The agreed upon scale for all other EMPLOYEES is:

80-100	Highly Effective
52-79	Effective
26-51	Developing (Category I EMPLOYEES)/ Needs Improvement (Category II, III, and IV EMPLOYEES)
0-25	Unsatisfactory

5.053 Any EMPLOYEE on approved leave during a given school year must receive an Instructional Practice Score based on a minimum of two (2) observations during that school year and a Student Growth score based on the EMPLOYEE's student growth data for that school year. If not available, the EMPLOYEE's prior student growth data within a three-year period when available in order to receive a Final Evaluation and rating for that school year.

5.06 Instructional Practice Score (67%):

5.061 Reflects EMPLOYEE performance across elements within the framework Focus Areas (4) = 23 elements.

5.062 Accounts for EMPLOYEE experience levels in the District

5.063 Assigns weights to each Focus Area based on its proportionate impact on student achievement

CLASSROOM TEACHER FORM

a. Focus Area 1: Standards-Based Planning 13%
b. Focus Area 2: Standards- Based Instruction 44%
c. Focus Area 3: Conditions for Learning 30%
d. Focus Area 4: Professional Responsibilities: 13%

NON-CLASSROOM TEACHER FORM

a. Focus Area 1: Planning and Preparing: 27%
b. Focus Area 2: Supporting Student Achievement: 19%
c. Focus Area 3: Continuous Improvement of Professional Practice: 18%
d. Focus Area 4: Professional Responsibilities non-classroom: 36%

5.064 Acknowledges EMPLOYEE focus on deliberate practice by measuring EMPLOYEE improvement over time on specific elements identified in the Deliberate Practice Plan

5.065 Equals the sum of the Status Score and Deliberate Practice Score

5.066 All EMPLOYEES shall receive a final Instructional Practice Score no later than May 15

5.067 First Year EMPLOYEES and Category IV EMPLOYEES shall receive a mid-year evaluation no later than January 30

5.07 Status Score Weighting System

5.071 Status Score will be obtained by computing the weighted score (based on assigned weights in 5.063) of the four Focus Area Scores (see 5.073 for Focus Area score calculation methodology)

5.072 Rating Scale for Focus Area Elements

	4	3	2	1	0
Formative Ratings used for each Focus Area Element	Innovating	Applying	Developing	Beginning	Not Using

5.073 Calculation Methodology for Focus Area Scores

The score earned for each Focus Area will be determined by calculating the average of all the individual element ratings received by the EMPLOYEE within each Focus Area. For example, an EMPLOYEE receiving five (5) element ratings in Focus Area 1 of Innovating (4), Innovating (4), Applying (3), Applying (3), and Developing (2) will receive a Focus Area 1 score of 3.2 (16/5 = 3.2). An EMPLOYEE receiving two (2) element ratings in Focus Area 4 of Applying (3) and Innovating (4) will receive a Focus Area 4 score of 3.5 (7/2 = 3.5).

5.074 A multiplier of 16.75 is used to convert the status score from a 4-point scale to a 67-point scale.

Scale from 4.0 to 0.0	4.0 – 3.5	3.4 – 2.5	2.4 – 1.5	1.4 – 0.0
Scale from 67.0 to 0.0	67.0 – 58.625	56.95 – 41.875	40.2 – 25.125	23.45 – 0.0

5.08 Deliberate Practice ~ ALL teachers will participate

5.081 Additive model ~ positive impact ONLY

a. Calculation: Final performance level for target elements are the highest level observed and the growth from the starting point to the highest level earned. Example: if a teacher starts an element at applying and ends at applying there is zero growth. If a teacher starts at beginning and ends at applying, applying is growth of two levels.

b. Formula for calculation: (Growth plan score – minimum possible score) / (maximum possible score – minimum possible score) = % of maximum score. Then multiply the percent by 1 to calculate the bonus that is added to the instructional practice score.

5.082 2 elements will be selected

a. 1 by the teacher (administrator may provide input ~ teacher has final decision)

b. 1 by the administrator (i.e.: school-wide, content area wide, grade level wide) ~ provided during pre-service week

5.083 Plan must be submitted by the teacher in iObservation by the end of the day on the last Friday in September

5.084 Plan must be approved by administrators by the end of the day on the second Friday in October

5.085 Discussions can be held through iObservation.

5.09 Student Growth Score (33%):

5.091 The value-added or achievement/growth score will be assigned points between 4-33 using a measure of standard deviation above or below the state/district average (or mean) teacher value-added or achievement/growth score for the identified assessment. EMPLOYEES who achieve a score equal to the mean would receive 16.5 points. Each standard deviation above or below the mean would equate to 5.5 points, with a maximum of 33 possible points and a minimum of 4 points. EMPLOYEES who achieve a score that is 1 standard deviation above the mean would receive 22 points. EMPLOYEES who achieve a score that is 1 standard deviation below the mean would receive 11 points.

5.092 The District shall maintain and publish a chart negotiated and agreed upon with the ASSOCIATION, which reflects the assessments and student growth measures by course that will be used to determine the Student Growth score for EMPLOYEES based on their assignment. The Student Growth score measures for non-classroom EMPLOYEES will also be identified on the chart. The following framework for Student Growth scores will be utilized:

ASSESSMENT	**STUDENT GROWTH MEASURE**
FSA for ELA and Math	State VAM
Algebra I EOC	State VAM
FCAT Science	District VAM/Achievement/Growth
All other State EOC Exams	District VAM/Achievement/Growth
District EOC Exams/Assessments (all levels and subjects not associated with statewide assessment)	District VAM/Achievement/Growth

5.10 Observation Procedures

5.101 Observations shall be conducted by more than one observer within the school year. In order to maintain consistency among observers, procedures for the different types of classroom observations, including length and purpose of the visit and they type of feedback that will be provided to EMPLOYEES are listed below.

	Announced	Unannounced
Formal Classroom EMPLOYEES: Observation completed in Focus Areas 1, 2, 3 Feedback provided in Focus Areas 1, 2, 3 Non-Classroom EMPLOYEES: Observation completed in all 4 Focus Areas Feedback provided in all 4 Focus Areas	• Completed by Site Evaluator(s) • Standard Observation Length – Standard Full Day Class Period or no less than 50 minutes (elementary) • EMPLOYEE is informed of the observation • EMPLOYEE selects the content area and lesson plan for the Formal Observation and proposes the elements that will be the focus of the lesson. • Pre-Conference – EMPLOYEE and Evaluator discuss the element(s) within focus area that will be the focus of the lesson.	N/A

	The Evaluator may add or amend element(s) proposed by the	
	Announced	Unannounced
	EMPLOYEE for the observation through discussion with the EMPLOYEE. (Written form is not required) • During the observation, the Evaluator shall have the flexibility to provide feedback in all observed elements. • Post-Conference – Evaluator and EMPLOYEE will reflect on the focus of the lesson discussed during the pre-conference. (Written form is not required) • Written feedback provided to the EMPLOYEE no later than three (3) workdays after the observation takes place • Results used for the Final Evaluation	
<u>Informal</u> Classroom EMPLOYEES: Observation completed Focus Areas 2 and 3 Feedback provided Focus Areas 2 and 3 Non-Classroom EMPLOYEES: Observation completed all 4 Focus Areas Feedback provided all 4 Focus Areas		• Completed by Site Evaluator(s) • Standard Observation Length – 10 to 20 minutes long • EMPLOYEE is not informed of the observation • Written feedback provided to the EMPLOYEE no later than three (3) workdays after the observation takes place Results used for the Final Evaluation
*Walkthrough – ONLY Professional Responsibilities	• Completed by Site Evaluator(s) • One evaluation may be completed outside of an informal/formal observation; the Evaluator shall have the flexibility to provide feedback in all observed elements within professional responsibilities. • In addition to the minimum number of observations (informal/formal)	

	• Written feedback provided to the EMPLOYEE no later than three (3) workdays after the observation takes place • Results used for the Final Evaluation	

5.102 Observation Feedback will be provided through iObservation, pre/post conferences, and verbal/written communication. This feedback will be provided no later than three (3) workdays after the observation takes place (email/date stamp/time acceptable). The communication will include focused feedback on EMPLOYEE performance and individual continuous improvement through professional development. Feedback shall be provided in all Focus Areas (1-4).

5.103 Minimum Number of Observations

The minimum number/frequency of required observations (Formal and Informal)

Status	Formal Observations (Announced)	Combined Informal Observations (Unannounced) and Walkthroughs (Announced and Unannounced)
First Year EMPLOYEE (First consecutive year of service in the district, regardless of prior experience)	2 (One hold harmless)	4 (One hold harmless)
Category I EMPLOYEE (2nd through 3rd. consecutive years of service in the district)	1	3
Category II EMPLOYEE (4th through the 10th consecutive years of service in the district)	1	2
Category III EMPLOYEE (More than 10 consecutive years of service in the district)	1	1
Category IV EMPLOYEE	2	8
Category V EMPLOYEE**	2	4

5.104 Minimum Number of Observations for Newly Hired EMPLOYEES with Late Start Date
The minimum number/frequency of required observations (Formal and Informal)

Status	Formal Observations (Announced)	Combined Informal Observations (Unannounced) and Walkthroughs (Announced and Unannounced)
Start Date: Third Monday of November - Last Friday in February	2 (One hold harmless)	2
Start Date: Monday following the last Friday in January – First Monday in March	2 (One hold harmless)	1

** Teacher will remain in the category for the full academic year. Their category will revert back their former category if they return to a school building in the following school year.

* Professional Responsibilities must be evaluated at minimum one time per year and may be done outside of an informal or formal observation.

5.105 HOLD HARMLESS PERIOD: Probationary First Year EMPLOYEES shall be afforded a hold harmless period. The first (1st) formal observation and the first (1st) informal/walkthrough observation will not count toward the final evaluation unless requested by the EMPLOYEE. Probationary first year EMPLOYEES hired with a late start date as defined in Section 5.104 shall also be afforded a hold harmless period for the first (1st) formal observation. Hold harmless observations shall count toward meeting the minimum number of required observations as outlined in Sections 5.103 and 5.104. EMPLOYEES are responsible for verifying that hold harmless observations are not counted toward the final evaluation. The formal and informal/walkthrough hold harmless observation(s) shall be counted toward the final evaluation if requested by the EMPLOYEE in writing (email acceptable) within five (5) contract days of receiving observation feedback in iObservation.

5.106 If the EMPLOYEE has met the minimum required observations but would like additional observations; they must notify Administration in writing (email acceptable) at least three days prior to the desired observation date. Although not required, Administration will make every effort to honor the additional observation time request.

5.11 OBSERVATION SCHEDULE:

a. First Year EMPLOYEES shall receive a minimum of one Formal Observation in each semester. First Year, Category I, and Category II EMPLOYEES shall receive a minimum of one Informal Observation in each semester. Category III EMPLOYEES shall receive a minimum of one observation in each semester. Deviations to this provision may occur only as requested by the EMPLOYEE in writing (email acceptable). (EXCEPTION: First Year EMPLOYEES with a late start date as defined in Section 5.104 are excluded from the requirements of Section 5.11 a.)

b. No observation or walkthrough shall be conducted the day before Thanksgiving Break, Winter Break, or Spring Break unless it is requested by the EMPLOYEE in writing (email acceptable) to his/her supervisor.
c. No observation or walkthrough shall be conducted on Halloween.

d. No observation or walkthrough shall be conducted for an EMPLOYEE while that EMPLOYEE is administering a state or district assessment.

e. No observation or walkthrough shall be conducted during the first five (5) student days unless it is requested by the EMPLOYEE in writing (email acceptable) to his/her supervisor.

5.111 If a Classroom EMPLOYEE does not receive the minimum number of observations specified in section 5.13 or 5.14 for his/her status score by May 1, the Classroom EMPLOYEE may request to the Evaluator that his/her Focus Area 1 score be changed to 3.0 overall and the change shall be made accordingly. Likewise, if a Non-Classroom EMPLOYEE does not receive the minimum number of observations specified in section 5.13 or 5.14 for his/her status score by May 1, the Non-Classroom EMPLOYEE may request to the Evaluator that his/her Focus Area 1, 2, 3, and/or 4 scores be changed to 3.0 overall and the change shall be made accordingly. If a Classroom or Non-Classroom EMPLOYEE does not receive any feedback (ratings) in one or more Focus Area, the EMPLOYEE may request to the Evaluator that his/her score for each applicable Focus Area score be changed to a 3.0 overall and the change shall be made accordingly.

5.112 A rating of “Not Using” may only be provided during a Formal Observation.

5.12 Category IV EMPLOYEES

5.121 Processes and Procedures for EMPLOYEES who receive a Final Evaluation rating of Unsatisfactory for the prior year or EMPLOYEES who receive a second consecutive Final Evaluation rating of Needs Improvement or EMPLOYEES who receive a second Final Evaluation rating of Needs Improvement within a consecutive three-year period (Category II and III EMPLOYEES)

5.122	General Procedures	EMPLOYEE will be a member of a Professional Assistance Team, which will include the school administrators and two other EMPLOYEES who demonstrate at the Effective and/or Highly Effective level on the prior year's Final Evaluation. This team will meet on a monthly basis to provide support in identified areas of need. The EMPLOYEE will be required to participate in Professional Development focused on Focus Area 1-4 with an emphasis on the identified area(s) of need.
5.123	Roles and responsibilities of teacher, Evaluators and association	EMPLOYEE: Must actively participate throughout the entire process, accept constructive focused feedback, and demonstrate improvement on the Final Evaluation at the end of this process. Evaluators: Observe and provide constructive focused feedback throughout the process, provide support and mentors in identified areas of need, and ensure that the process is implemented with fidelity.
5.124	Support Plans	The Professional Assistance Team will collaboratively develop and implement a plan that will support the EMPLOYEE's identified areas of need.
5.125	Timelines	The entire process will occur during the remainder of the school year after the final evaluation is received and the process is initiated. Within the first ten work days after the EMPLOYEE receives their final evaluation score, the Professional Assistance Team (PAT) will be appointed and meet. The Support Plan will be developed within ten days after the first meeting of the PAT. Observations, feedback, and support will be provided for the remainder of the school year. Formal written feedback will be provided to the EMPLOYEE by the end of April for each of the identified areas of need.

5.13 OTHER PROVISIONS

5.131 If a teacher disagrees with his/her final evaluation report, he/she may submit a written response, which shall be attached to the evaluation report.

5.132 EMPLOYEES shall be provided with their final Instructional Practice Score for the current school year prior to any recommendation being made for reappointment or non-reappointment of their annual contract. All annual contract teachers must be notified by May 15 of the intent of non-reappointment for the following year.

5.133 An EMPLOYEE who did not have his/her contract renewed may appeal to the Executive Director of Human Resources who will review all facts surrounding the contract renewal decision. The EMPLOYEE has the right to ASSOCIATION representation at the appeal. The Executive Director of Human Resources will make a final determination on whether or not the decision to not renew the annual contract is upheld. This determination shall not be subject to the grievance procedure outlined in Article 8.

5.14 Annual Review of the Evaluations by the District

5.141 The joint CCEA and District CTEM Committee will meet throughout the year to provide ongoing feedback regarding the Focused Teacher Evaluation Model and the District chart, which reflects the assessments and student growth measures. At the end of each school year District staff will review the disaggregated information regarding the evaluation results of all teachers. This information will be reviewed with the CTEM Committee to determine the effectiveness of the model, the professional development needs of the teachers as a whole, and professional development needs of the Evaluators who are observing and evaluating.

6.01. Definition and Terms:

a. Assignment--Designation of teaching area at a specific work site(s) (i.e. Math, DCT, Guidance, Specific Learning Disabilities, Physical Education, Art, Early Childhood, and Elementary Education)

b. Transfer--Change of work site(s)

c. Itinerant Teachers: A certified EMPLOYEE who is assigned to more than one school.

d. Related Arts Teacher: An EMPLOYEE who teaches art, music, physical education, or instructional resource at the elementary school level.

*Alternative schools Naples to be considered one site inclusive of Beacon, New Beginnings, and Phoenix programs

*Alternative schools Immokalee to be considered one site inclusive of Beacon, New Beginnings, and Phoenix programs

6.02. The BOARD and the ASSOCIATION recognize that the assignment and/or transfer of each EMPLOYEE within the Collier County School System is the responsibility of the SUPERINTENDENT, with recommendation to and approval by the BOARD. In making any assignment, the reasonable requests of the EMPLOYEE concerned shall be considered. When appropriate and practical, Principals will involve EMPLOYEE(S) in the interview process in order that the Principal may obtain perceptions of candidates from other professional educators.

The assignment and scheduling of each EMPLOYEE shall take into account the EMPLOYEE's preferences, personal circumstances, certificate qualifications and prior teaching experiences. Such assignment and scheduling shall be accomplished in a fair, equitable and impartial fashion.

6.03. EMPLOYEES who receive a change in assignment shall be given written notice of their tentative assignment no later than ten (10) work days prior to the beginning of the second semester for second-semester assignments or ten (10) work days prior to the end of the post-school planning period for the first semester or as soon as practicable. EMPLOYEES who receive an involuntary change in assignment shall be provided a written rationale for the decision upon their request to the principal.

EMPLOYEES who are to be transferred after the close of the school year shall be given prompt written notice of said transfer from the district's Human Resources office. To the extent possible, such transfers shall not be announced or effected without a prior personal conference with the EMPLOYEE involved.

6.04. In arranging schedules for EMPLOYEES who are assigned to more than one school, an effort shall be made to limit the amount of interschool travel. Adequate travel time will be provided by an appropriate adjustment in the EMPLOYEE's work schedule.

6.05. Assignments, including part-time adult education, extra-pay-for-extra-duty and summer school, which are in addition to the normal teaching schedule, shall not be obligatory but shall be with the consent of the EMPLOYEE except as provided in Article 4.13.

6.06. EMPLOYEE Transfer:

6.061 In order to be guaranteed an interview, properly certificated EMPLOYEES applying for a transfer must attend the Annual Transfer Fair and interview with the appropriate Administrator(s) to be considered prior to or at the Transfer Fair. After the Transfer Fair, an EMPLOYEE must contact the Administrator to be considered for a position once it is advertised. Any EMPLOYEE interviewed shall be informed by the Administrator(s) of his/her decision. This paragraph is subject to the following provisions:

An EMPLOYEE qualified under the provisions of this Article and recommended for transfer to an instructional vacancy after one (1) calendar week prior to the first teacher contract day shall not be entitled to such placement without the agreement of both principals in writing (email acceptable). During the contract year, if both principals agree and recommend in writing (email acceptable) to the SUPERINTENDENT the transfer of an EMPLOYEE between their school sites, the transfer shall be approved by Human Resources pending review of qualifications.

Qualifications of all candidates shall be evaluated using the following criteria:

a. Certification

b. Current employment in the District

c. Experience in the teaching area as defined in 6.01(a)

d. Any matter deemed pertinent by the SUPERINTENDENT or the EMPLOYEE including but not limited to the willingness and capacity to perform in supplemental positions

In filling these vacancies, the application of any properly qualified EMPLOYEE received within the required timeline shall be reviewed prior to selecting a candidate not currently employed by the District.

6.062 Involuntary Transfer:

In the involuntary transfer of an EMPLOYEE as a result of staffing reallocation (except as noted in 6.063), Federal compliance requirements, or reduction in force as specified in Article 9, the following criteria shall be adhered to in the order in which they appear:

a. Gender, if necessary for the supervision of students

b. Certification

c. District-wide seniority

d. Any matter deemed pertinent by the SUPERINTENDENT or the EMPLOYEE including but not limited to the willingness and capacity to perform in supplemental positions

An EMPLOYEE involuntarily transferred under this section shall be given first consideration for a vacancy in the area of certification at the time of transfer or the area of certification at the current school.

6.063 Transfers Requiring Special Consideration: Transfers made as a result of new school openings, rezoning, or staff reduction in individual schools shall be subject to the following provisions:

a. Vacancies for external candidates for new school openings and for positions remaining vacant after all EMPLOYEES have been placed in accordance with paragraph b) below shall be posted in accordance with Article 7.

b. In making transfers under this section, requested transfers shall be considered prior to invoking the provisions of 6.062.

Itinerant teachers may apply for a vacant full time (1.0) position at a single school at any time during the school year, and, if the teacher is selected for the position, the transfer will take effect upon approval of the Human Resources office.

6.631 EMPLOYEES who are voluntarily or involuntarily transferred between school sites and EMPLOYEES who are re-assigned to a classroom teacher position within the school site after the first student day shall receive two (2) full workdays of planning/preparation time to prepare for their new assignment. This provision does not apply to EMPLOYEES moving into a co-teaching position.

6.064 Notwithstanding the restrictions stated in this article, the SUPERINTENDENT may affect the transfer of an EMPLOYEE based upon:

a. Serious, verifiable medical conditions of the EMPLOYEE or members of his immediate family or other personal problems which dictate the EMPLOYEE's need to transfer to another work site, or

b. Determination that a specific transfer would serve the best interest of the school district and the affected EMPLOYEE in the judgment of the SUPERINTENDENT.

EMPLOYEES who could be involuntarily transferred pursuant to the provisions cited above shall be afforded the right to be represented at a conference with the SUPERINTENDENT for the purpose of reviewing the justification for the SUPERINTENDENT's recommendation in this regard.

6.065 Notwithstanding the conditions of sections 6.061, 6.062 and 6.063, the SUPERINTENDENT may transfer an EMPLOYEE if:

1) the SUPERINTENDENT determines the transfer to be in the best interest of the school district and

2) the EMPLOYEE agrees to the transfer.

6.066Notwithstanding the conditions of sections 6.061, 6.062 and 6.063, both parties recognize the need for the SUPERINTENDENT to transfer ESE and elementary related arts teachers.

An EMPLOYEE involuntarily transferred under this section shall be given first consideration for a vacancy in the area of assignment at the time of transfer or the area of assignment at the current school, provided the EMPLOYEE holds appropriate certification.

6.07. The foregoing process shall not prohibit the BOARD from providing a balanced staff to conform to state or federal guidelines.

6.08. A transfer or an assignment shall not be used as a means of continuing employment of an incompetent EMPLOYEE, nor shall it be used as a punitive measure.

6.09. To the extent possible, any EMPLOYEE assignment shall be within his area of certification and his major or minor field of study. An EMPLOYEE shall not be involuntarily transferred (to another work site) into an “out-of-field” position without the EMPLOYEE’s consent.

ARTICLE 7 – ANNOUNCEMENT OF VACANCIES

7.01. All EMPLOYEE, building-level administrative and extra-compensation vacancies occurring during the regular school year shall be posted on the District's official website. Any other information regarding a vacancy may be obtained from the Human Resource Office. Any EMPLOYEE vacancy posted which had been listed previously but withdrawn shall be posted in accordance with 7.02 below.

7.02. Except in the case of an emergency as determined by the SUPERINTENDENT, notices shall be posted on the District's official website for a period of four (4) calendar days prior to the filling of a vacancy. The ASSOCIATION shall be notified whenever an emergency is declared.

7.03. Vacancies, which are to be filled as a result of an EMPLOYEE's returning from leave, placement of involuntary transfers and staff reductions will not be posted.

8.01. Definitions and Terms:

8.011 A GRIEVANCE is any formal claim of an EMPLOYEE by name, a group of EMPLOYEES by name within the same school center affected by the same claim or the ASSOCIATION on behalf of EMPLOYEES by name in more than one school center affected by the same claim, that there presently exists the following:

A violation, misinterpretation or inequitable application of any provision of this AGREEMENT

8.012 The term GRIEVANCE, within the meaning of this AGREEMENT, shall NOT be construed as mere dissatisfaction or disagreement by an EMPLOYEE by name, a group of EMPLOYEES by name within the same school center, or the ASSOCIATION on behalf of EMPLOYEES by name in more than one school center with any directive of the SUPERINTENDENT or any action of the BOARD which relates or pertains to their respective duties or obligations under the provisions of the Florida Statutes and/or Florida State Board of Education Regulations.

8.013 A GRIEVANT is:

a. Any individual EMPLOYEE by name,

b. A group of EMPLOYEES by name within the same school center affected by the same claim, or

c. The ASSOCIATION on behalf of EMPLOYEES by name in more than one school center affected by the same claim.

GRIEVANCES other than individual EMPLOYEE GRIEVANCES shall be signed by two or more EMPLOYEES who are affected.

8.014 The term DAY when used in this article shall mean EMPLOYEE contract days.

8.015 The form hereinafter referred to for use in the Grievance Procedure is attached to this AGREEMENT and made a part thereof by this reference.

8.02. Purpose:

8.021 The Grievance Procedure is created to secure at the lowest possible administrative level a solution to any GRIEVANCE, after informal attempts to resolve in a satisfactory manner the subject matter of a GRIEVANCE have failed. The Grievance Procedure shall be conducted as confidentially as possible and without public disclosure until disposition has been reached at Level II. The purpose of the Grievance Procedure shall not be to harass supervisory or administrative personnel.

8.022 The parties to the AGREEMENT accept as essential to the proper operation of the school system a fair and adequate procedure whereby any named EMPLOYEE, or a group of EMPLOYEES by name, may attempt to have resolved any matter, which under this AGREEMENT would or could become a GRIEVANCE if not resolved. It is recited, agreed and understood that any EMPLOYEE or group of EMPLOYEES shall have the right to discuss with and receive guidance and advice from the ASSOCIATION relative to procedural and substantive issues pertinent to such pending matter.

8.03. EMPLOYEE's Initial Responsibility

8.031 It is the desire and goal of both parties that all matters, which under this AGREEMENT would be the proper subject matter for a GRIEVANCE, shall be resolved, if at all possible, without the filing of a formal GRIEVANCE, and every reasonable effort shall be used to reach a solution at this level.

8.032 In the event that an EMPLOYEE, a group of EMPLOYEES in the same school center or the ASSOCIATION on behalf of EMPLOYEES by name in more than one school center believe(s) that there is basis for a GRIEVANCE, he (they) shall submit a written request (email acceptable) to privately discuss the alleged GRIEVANCE with his (their) Principal or appropriate Supervisor. The written request shall clearly indicate an

informal discussion is being requested pursuant to section 8.032. Said discussion shall occur within fifteen (15) days following the event or condition, which gave rise to the GRIEVANCE.

8.034 If, after the informal discussion cited in 8.032 has concluded, the GRIEVANCE still exists, the formal procedure (Levels I-III) below may be invoked.

Should the Principal be unavailable for any reason and such unavailability shall continue for two (2) weeks, the SUPERINTENDENT shall name an individual to act on behalf of such Principal upon notification of the ASSOCIATION.

8.04. Level I

8.041 The GRIEVANT shall first have followed the preliminary procedure set forth immediately above.

8.042 Within twenty (20) days following the event or condition which gave rise to the GRIEVANCE, the GRIEVANT shall complete a Grievance Form (GF) and file the same with the Principal or appropriate Supervisor.

8.043 Within five (5) days after receipt of the GF, the Principal or appropriate Supervisor shall meet with the GRIEVANT in an effort to resolve the GRIEVANCE.

8.044 The Principal or appropriate Supervisor shall indicate his/her disposition on the GF within five (5) days after the formal meeting with the GRIEVANT. The GRIEVANT shall then respond in one of the two ways provided for on the GF. Acceptance shall close the matter. Copies of the GF shall be distributed by the EMPLOYEE as follows: one to the EMPLOYEE, one to the Principal or appropriate Supervisor, one to the SUPERINTENDENT and one to the ASSOCIATION.

8.045 The GRIEVANCE shall be considered waived if not submitted to the SUPERINTENDENT within five (5) days after the decision at Level I.

8.05. Level II

8.051 If the GRIEVANT is not satisfied with the disposition of the GRIEVANCE at Level I, the GRIEVANCE shall be submitted to the SUPERINTENDENT within five (5) days. Within ten (10) days of receipt of the GRIEVANCE, the SUPERINTENDENT or his/her designee shall meet with the GRIEVANT in an effort to resolve the GRIEVANCE. The SUPERINTENDENT or his/her designee shall indicate his/her disposition of the GRIEVANCE in writing on the GF within ten (10) days of such meeting and shall furnish a copy thereof to the GRIEVANT.

8.052 Failure by the ASSOCIATION to take any further action within five (5) days of the disposition shall constitute a waiver of any further proceedings on the matter.

8.06. Level III

8.061 If the GRIEVANT is NOT satisfied with the disposition of the GRIEVANCE at Level II, or if no disposition has been made within ten (10) days after receipt of the appropriate form, the GRIEVANCE may be submitted to arbitration by the ASSOCIATION before an impartial arbitrator within ten (10) days thereafter except as hereinafter provided. The ASSOCIATION, at its option, shall give written notice to the American Arbitration Association or the Federal Mediation and Conciliation Service and the SUPERINTENDENT of its intent to proceed through arbitration using the rules of the respective agency. The ASSOCIATION must give written notice to the latter parties within 45 calendar days from giving written notice to the SUPERINTENDENT of their intent to proceed to arbitration.

8.062 If the SUPERINTENDENT or his/her designee rules at Level II that an issue is non-grievable, and if the GRIEVANT does not accept such decision, the arbitrator must rule on the question of grievability prior to hearing the GRIEVANCE claim. The submission of the question of grievability to the arbitrator shall not serve as prima facie evidence of grievability.

The arbitrator has the duty to conduct a fair and impartial hearing, to take appropriate action to avoid delay and unnecessary expenses, and to maintain order.

8.063 The arbitrator shall schedule the time and place of said hearing with due regard for the convenience of the parties and their representatives, the nature of the proceeding and the public interest. Within ten (10) days of the

conclusion of the hearing, the arbitrator shall serve on the parties and file with the SUPERINTENDENT a recommended written order based upon his findings of fact. Findings of fact shall be confined to material issues of fact presented on the record. The order by the arbitrator shall be submitted to the BOARD and the ASSOCIATION and shall be final and binding upon the parties.

8.064 If the arbitration is scheduled during the EMPLOYEE workday, and if the SUPERINTENDENT determines that the number of witnesses is excessive, the arbitration will be rescheduled during non-working hours.

8.065 The arbitrator shall limit his decision to the terms of this AGREEMENT and shall not have the power to add to, subtract from, modify or alter such terms either directly or by implication.

8.066 The losing party shall be assessed all costs of the arbitrator incurred by both parties in pursuing the GRIEVANCE to a final determination. If the arbitrator determines that there is no prevailing party, said costs shall be divided equally between the parties to the GRIEVANCE.

8.07. Other Provisions

8.071 The time limits provided in this article shall be observed strictly but may be exceeded by written agreement of the parties.

8.072 The GRIEVANT shall be present at all levels of the Grievance Procedure. Whenever illness or other incapacity of an individual GRIEVANT prevents his/her presence at the GRIEVANCE hearing, the time limits shall be reasonably extended to such time as the GRIEVANT can be present.

8.073 When any individual, other than the GRIEVANT, will be unavailable for a GRIEVANCE hearing at any level because of serious illness or unavoidable schedule conflict and the testimony of such individual is essential for a proper decision at such level, either party may request and shall obtain, in writing, a time extension not to exceed twenty-one (21) calendar days.

8.074 If a hearing is held during school hours, any EMPLOYEE as GRIEVANT or witness whose presence is required shall be permitted to attend without loss of compensation. A hearing at Level I or Level II shall be held during such school hours only with the consent of the SUPERINTENDENT.

8.075 Written decisions and/or GRIEVANCE settlements reached at Level I shall not be precedent in processing other, subsequent GRIEVANCES.

8.076 Failure by the GRIEVANT to submit the GRIEVANCE to the next level of the procedure shall constitute acceptance and shall close the matter.

8.077 No provision of the article shall be construed to exclude the right of an EMPLOYEE to participate in the GRIEVANCE process independent of the involvement of the ASSOCIATION.

8.078 Any pending formal GRIEVANCE shall survive the termination of this AGREEMENT and shall be completed in accordance with the provisions of this article.

8.079The ASSOCIATION shall not solicit in any way the filing of GRIEVANCES by an EMPLOYEE or group of EMPLOYEES.

8.08. The ASSOCIATION shall be given reasonable notice as to a hearing at any level once a formal GRIEVANCE has been filed and shall be entitled to have a representative present at such hearing.

8.081 If documentary information regarding GRIEVANCES is given to any person outside the school system, a copy of the transmittal letter shall be given to the EMPLOYEE(S).

8.082 An EMPLOYEE who participates or intends to participate in any GRIEVANCE as described herein shall not be subjected to discipline, reprimand, warning or reprisal because of such participation or intention.

8.083 If any EMPLOYEE for whom a GRIEVANCE is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his contract, he shall be reinstated with full reimbursement of all professional compensation lost. If any EMPLOYEE shall be found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to the EMPLOYEE.

8.084 A GRIEVANT may withdraw a GRIEVANCE without prejudice at any step in the Grievance Procedure by so indicating in writing to the parties of interest.

8.085 If a GRIEVANCE affects a group of EMPLOYEES in more than one school/work site, the ASSOCIATION may submit such GRIEVANCE in writing to the SUPERINTENDENT directly, and the processing of such GRIEVANCE will commence at Formal Level II. Such GRIEVANCE shall be signed by those EMPLOYEES named within the GRIEVANCE in accordance with 8.013(b).

8.086 The date of disposition shall be the date on which the Principal or Supervisor delivers the disposition to the GRIEVANT or the date of postmark in those instances in which delivery is by U.S. Mail.

8.087 Timeliness as an issue may not be raised at an arbitration proceeding if not previously raised at Formal Level II of the Grievance Procedure.

8.088 Failure of the BOARD or its representatives to take the required action within the time frame provided at any level of the Grievance Procedure shall entitle the GRIEVANT to proceed to the next step of the Grievance Procedure.

8.089 The ASSOCIATION shall be given the opportunity to be present at all Formal Level GRIEVANCE proceedings even if the GRIEVANT does not desire ASSOCIATION representation.

8.090 Any EMPLOYEE filing a GRIEVANCE as a result of termination shall have the right to pursue the GRIEVANCE to conclusion notwithstanding his employment status.

8.091 If the basis for a formal GRIEVANCE claim arises from the action or inaction on the part of the District Office Administration, and not of that by a school-based or work-site Administrator or Supervisor, the GRIEVANCE will commence at Formal Level II.

ARTICLE 9 – REDUCTION IN FORCE

9.01. A reduction in force shall be defined as a reduction in the number of district-wide budgeted positions in one or more teaching areas (i.e. Math, Guidance, Early Childhood, Elementary Education, Specific Learning Disabilities, Physical Education, Art) which would result in one or more EMPLOYEES being terminated involuntarily.

9.02. In the event that the SUPERINTENDENT determines that a reduction in work force (RIF) is necessary, written notice shall be given to the ASSOCIATION of the positions by teaching areas and the names and school assignments of those individuals to be released. Unless emergency conditions exist, such notice shall be provided not less than five (5) days prior to the BOARD taking action on the recommendation of the SUPERINTENDENT.

9.03. If a reduction in force is needed, the Superintendent will retain EMPLOYEES at a school or in the school district based upon educational program needs and the performance evaluations of EMPLOYEES. In this subsection, “performance evaluation score” refers to the average of the three most recent consecutive final evaluation scores (or fewer if three consecutive evaluations are not available) received in the Collier Teacher Assessment Model (CTEM). Within the program areas requiring reduction, EMPLOYEES with no recorded CTEM performance evaluation would be the first to be released. If reductions are still necessary, the EMPLOYEE with the lowest average evaluation score will be the next to be released; the EMPLOYEE with the next lowest average evaluation score will be the next to be released; and the reductions shall continue in a like manner until the needed number of reductions has occurred.

9.04. Recall:

The following procedures shall be followed:

a. The BOARD and the SUPERINTENDENT shall determine the teaching areas in which recall will be made and the number of EMPLOYEES to be recalled.

b. Recall will be implemented using the criteria for reduction in force except in reverse order. Recall notice shall be made by certified letter to the EMPLOYEE's last known address.

c. No new EMPLOYEES shall be hired in a released EMPLOYEE's teaching area until all certified and fully qualified released EMPLOYEES of that teaching area with a performance evaluation of Highly Effective, Effective, or Developing have been recalled or have declined or failed to accept recall within one week of that mailing date. Failure to respond to the letter of recall within the time required automatically terminates the EMPLOYEE's rights of recall.

d. EMPLOYEES shall lose their seniority as a result of their:

1. Termination
2. Retirement
3. Resignation

9.05. Any EMPLOYEE who would have qualified for retirement during the reduction in force shall continue to be employed by CCPS that year so as to acquire needed service.

9.06. For the purposes of this article, in determining district-wide seniority, service shall not be deemed to have been interrupted by any leave granted and approved pursuant to this AGREEMENT and/or BOARD policy.

9.07. This article does not apply to EMPLOYEES who are being non-renewed or terminated for any reason other than a reduction in force.

9.08. If legislative repeal of Florida Statutes impacting reduction in force occurs, then the School Board and CCEA agree to revert to the 2011-12 original contract language for Article 9.

9.09. If legislative changes of Florida Statutes impacting reduction in force occurs, then the School Board and CCEA agree to immediately return to the table to negotiate the impact.

ARTICLE 10 – SICK LEAVE POOL

Pursuant to Section 1012.61(3), F.S., the Board agrees to provide a sick leave pool program for the benefit of all District EMPLOYEES as provided in Board Policy 3430.07.

11.01 The following types of leave are permitted in the Collier County School System:

a. Sick Leave

b. Jury Duty/Witness Leave

c. Illness-in-Line-of-Duty Leave

d. Parental Leave

e. Sabbatical Leave

f. Personal Leave (with compensation)

g. Personal Leave (without compensation)

h. Professional Leave

i. Extended Professional Leave

j. Vacation Leave

11.02 Sick Leave (with compensation)

11.021 Any EMPLOYEE employed on a full-time basis in the Collier County School System who is unable to perform his duty in the school because of illness, pregnancy, childbirth or related medical conditions, or because of illness or death of father, mother, brother, sister, husband, wife, child, or other close relative or member of his own household, and consequently has to be absent from his work, shall be granted leave of absence by the SUPERINTENDENT, or someone designated in writing by him to do so.

11.022 Each EMPLOYEE employed on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year and shall thereafter earn one (1) day of sick leave for each month of employment, which shall be credited to the EMPLOYEE at the end of that month and which shall not be used prior to the time it is earned and credited to the EMPLOYEE. However, the EMPLOYEE shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year, without limit, except that at least one-half of this cumulative leave must be established within the Collier County School System. Sick leave accumulated in another Florida district or districts by an EMPLOYEE shall be accrued to the EMPLOYEE at a rate equal to the number of sick leave days allowed the EMPLOYEE during each year of employment in this district until such time as all sick leave accumulated in other Florida districts has been transferred to the district. Such transferred sick leave days shall be in addition to sick leave days to which the EMPLOYEE is entitled from this school district. No day(s) for which any type of terminal pay has been received shall qualify for transfer.

Prior unused sick leave days earned in the Collier County School District shall be credited to the EMPLOYEE's sick leave account upon the request of the EMPLOYEE subject to the provisions contained above.

No sick leave days shall be credited to an EMPLOYEE's account as provided in Article 12.033.

11.023 When requested by the Superintendent’s district-level designee (i.e. Assistant Superintendent, Executive Director of Human Resources), an EMPLOYEE will be required to submit a physician's certificate to be eligible for sick leave benefits. Such certificate shall be at the EMPLOYEE's expense.

11.024 For the purpose of charging an EMPLOYEE for the use of sick leave, a workday shall be divided into the number of quarter hours the EMPLOYEE is normally assigned. The method of maintaining balances, accruing and

charging sick leave shall be converted from days and/or portions of days to quarter hour equivalents. Parts of a quarter hour shall be charged to the closest quarter hour rounded up. (Example: 10 minutes = quarter hour; 32 minutes = three quarter hours)

11.025 Any EMPLOYEE employed on a full-time basis who is unable to perform his duty as a result of substance abuse shall be eligible for a medical leave of absence without pay if said EMPLOYEE has committed to treatment in an approved rehabilitation program. The program must be approved by a physician and the SUPERINTENDENT.

11.03 Jury Duty/Witness Leave (with compensation)

11.031 In case of jury summons, the EMPLOYEE must report to the Court on the appointed day, as there is no statutory exemption from jury service. The EMPLOYEE shall present the jury summons to his Principal and shall submit an application for leave.

11.032 Any full-time EMPLOYEE who is summoned as a member of a jury panel shall be granted temporary duty with pay, and any jury fees shall be retained by the EMPLOYEE.

11.033 Any full-time EMPLOYEE subpoenaed as a witness, not involving his personal litigation, shall be granted temporary duty with pay, and any witness fees shall be retained by the EMPLOYEE.

11.034 An EMPLOYEE subpoenaed in line of duty to represent the BOARD as a witness or defendant shall be given temporary duty, and any witness fees shall be retained by the EMPLOYEE.

11.035 Personal leave with pay shall be granted for court attendance when an EMPLOYEE is engaged in his personal litigation in accordance with Article 11.07.

11.036 An EMPLOYEE dismissed from jury duty or witness duty shall return to his school immediately if, after allowing for normal travel time, two (2) or more hours remain in the student day. However, an EMPLOYEE's day is not to exceed seven and one-half (7 1/2) hours with a combination of jury duty and student contact time.

11.04 Illness-in-Line-of-Duty Leave (with compensation)

11.041 Any EMPLOYEE shall be entitled to illness-in-line-of-duty leave when he has to be absent from his duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in schoolwork. An EMPLOYEE shall receive written notification of the existence of illness-in-line-of-duty leave at the time of submission of "Notice of Injury" report to the Principal's office. The following requirements shall be observed:

a. Duration of Leave and Compensation: Leave of any such EMPLOYEE shall be authorized for a total of no more than ten (10) days during any school year for illness contracted or injury incurred from such causes as prescribed above. A maximum of ten (10) days can be used for an injury or accident. The ten (10) days will be available for one (1) calendar year from the date of injury. However, in the case of sickness or injury occurring under such circumstances as in the opinion of the BOARD warrants it, additional emergency sick leave may be granted for such term and under such conditions as the BOARD shall deem proper.

b. Claims: Any EMPLOYEE who has any claims for compensation while absent because of illnesses contracted or injury incurred as prescribed herein shall file in the manner prescribed in F.S. 1012.61(2)(b), within five (5) working days following his return from such absence. The BOARD shall approve such claims and authorize the payment thereof, provided that the BOARD shall satisfy itself that the claim correctly states the facts and that such claim is entitled to payment.

11.05 Parental Leave (without compensation):

A parental leave of absence without pay shall be granted to an EMPLOYEE for the purpose of childbearing and/or childrearing as follows:

11.051 Any EMPLOYEE shall be entitled to parental leave without compensation for the birth or adoption of a child for a time period not to extend beyond the remainder of the contract year in which the birth or adoption takes place. An EMPLOYEE shall be entitled to take leave for the subsequent contract year if the leave commences less than 12 weeks prior to the last day of the EMPLOYEE’s current contract year.

a. An EMPLOYEE who is pregnant may continue employment as late in her pregnancy as she desires, provided she is able to perform her professional duties without extraordinary considerations or accommodations as certified by her physician.

b. The EMPLOYEE is responsible for notifying the Human Resource Office one month prior to the expiration of the leave as to the desire for employment. If a position is available, the leave may be terminated earlier upon request of the EMPLOYEE and the approval of the Human Resource Office.

c. FMLA and all other leaves permitted under this agreement shall run concurrently with this provision.

11.06 Sabbatical Leaves

11.061 Sabbatical leave (with half compensation) may be approved by the BOARD on the recommendations of the SUPERINTENDENT under the following conditions: (Nothing herein shall guarantee the granting of sabbatical leaves each year.)

a. After each five consecutive years of satisfactory service in Collier County, according to salary schedule terms and provisions, an EMPLOYEE may apply for a leave of absence for one semester or one school year for the purpose of professional improvement.

b. The EMPLOYEE will not be eligible for further sabbatical leave until he has completed an additional five years of consecutive, satisfactory service in Collier County.

c. An EMPLOYEE granted sabbatical leave shall receive each month of sabbatical leave one-half of the contractual gross monthly salary, which would have been paid to him if he were not on sabbatical leave.

d. Such sabbatical leave shall not be considered a termination or breach of contract of employment. An EMPLOYEE on sabbatical leave shall be returned to the same position which he held or its equal and be granted the same salary which he would have attained had the leave not been taken. The period of such leave shall count as regular service for the purpose of retirement, and contributions to the retirement fund shall therefore continue at the regular salary rate.

e. Applications for sabbatical leave must be filed with the SUPERINTENDENT prior to February 1 of the school year preceding the school year of anticipated leave.

f. Sabbatical leave shall be granted for approved programs of study in those areas of certification necessary for appointment to EMPLOYEE positions as described in Article 1.02.

g. Each EMPLOYEE granted sabbatical leave shall, before such leave is finally approved by the SUPERINTENDENT and the BOARD, sign a contractual agreement to return to his employment in the Collier County Schools for two years following such leave. If the EMPLOYEE does not fulfill this obligation, he shall reimburse the BOARD within three years for salary plus interest at the current legal rate. A monthly payment plan shall be established. However, in order to encourage EMPLOYEES to complete advanced study, up to three (3) additional years of leave classified as extended professional leave, may be granted upon the recommendation of the SUPERINTENDENT and approval of the BOARD.

h. Each EMPLOYEE applying for sabbatical leave shall file with his application detailed information as to his program of study. Each EMPLOYEE on sabbatical leave attending college shall each term earn the number of credits necessary to be classified as a full-time student working toward a graduate degree. A record of all credits earned shall be filed with the Personnel Office at the end of the sabbatical leave. Should the BOARD have evidence, at any time, that the EMPLOYEE is not earning the required credits or that he is otherwise violating his sabbatical leave agreement, salary payments may be discontinued and a demand made for the repayment of overpayments. The EMPLOYEE shall furnish to the SUPERINTENDENT such evidence as may be reasonably requested to show that the person is carrying out the activities for which leave was granted.

11.07 Personal Leave (with compensation): F.S. 1012.61(2) (a) (2)

11.071 Personal leave shall be charged against accrued sick leave and is noncumulative. A work day shall be divided into quarter hours, time-wise, insofar as the use of personal leave is concerned. The method of maintaining balances, accruing and charging personal leave shall be the same as for sick leave days noted in 11.024 above.

11.072 An EMPLOYEE shall be entitled to six (6) days personal leave per school year subject to approval by the Principal in accordance with the following two limitations:

a. An EMPLOYEE shall provide the Principal with five (5) days prior notice in order to be eligible. Principal may waive the period of prior notice.

b. The maximum number of EMPLOYEES granted personal leave for any day students are present shall not exceed 5% of the EMPLOYEES for each work location. Principal may waive the 5% maximum limitation.

11.073 An EMPLOYEE shall not be required to secure a substitute if five (5) days prior notice for the requested leave was provided and the maximum number of EMPLOYEES granted personal leave for the requested day(s) does not exceed 5% of the EMPLOYEES at the work location. This does not preclude the EMPLOYEE's obligation to ensure his/her absence is entered in the District sub-finder system.

11.08 Personal Leave (without compensation)

11.081 Any EMPLOYEE may be granted personal leave without compensation at the discretion of the SUPERINTENDENT. Said leave may be for a period of time not to exceed the EMPLOYEE's contract year for the following reasons:

a. Personal health problems, including recuperation, rehabilitation and regeneration

b. Health care of spouse, children or parents

c. Legal proceedings regarding personal litigation

d. To serve as an elected or appointed public official

e. Settlement of family estate or business

f. Any other reason deemed appropriate by the SUPERINTENDENT

11.09 Professional Leave (with compensation)

11.091 Up to an annual total of five (5) days of leave during pre-school and/or post-school planning periods shall be granted an EMPLOYEE as may be required to attend summer school classes and/or travel to the place where such classes are to be held. Such leave shall be without loss of compensation.

11.092 EMPLOYEES may be granted professional leave as a "Temporary Duty Assignment" if approval is given by the Principal and SUPERINTENDENT. Said request for leave is to be submitted on the authorized leave request form at least ten (10) days before the date on which the proposed leave is to become effective.

11.093 Upon request of the ASSOCIATION, leave without loss of compensation or benefits shall be granted to representatives of the ASSOCIATION as designated by its president in order to attend conferences, sessions or meetings dealing with the work of the ASSOCIATION. The combined total number of such leave days granted under this provision shall not exceed sixty-five (65) annually. With the exception of the ASSOCIATION president and the three (3) designated ASSOCIATION lobbyists, no individual EMPLOYEE shall be granted more than four (4) ASSOCIATION leave days per school year.

11.10 Extended Professional Leave (without compensation)

11.101 Extended Professional Leave: Extended leave for professional study may by granted by the BOARD for a period of time up to one year to any EMPLOYEE who has served continuously and satisfactorily for five (5) years in the Collier County Schools. Such leave shall be without compensation. The request for leave must be in writing and in the Personnel Office at least thirty (30) days before the last day of school. Any person granted such a leave must submit to the BOARD upon his return a transcript of record from a college or

university showing credit earned while he was a full-time student at that college or university. Failure on the part of the EMPLOYEE to submit a statement to the BOARD within fifteen (15) days from the end of the year will invalidate the leave of absence.

11.102 Any EMPLOYEE who has served continuously and satisfactorily for five (5) years in the Collier County Schools may upon request be granted extended professional leave for a period of time up to one year without compensation when such EMPLOYEE joins the Peace Corps, VISTA, or Teacher Corps, serves as an exchange or overseas teacher, or accepts a Fulbright Scholarship.

11.103 Contingent upon approval of the Attorney General's Office and the Florida Retirement System, the President of the ASSOCIATION, upon request, shall be granted full time temporary duty assignment during his/her term of office, not to exceed three terms of two years each. The request must be made in writing and received by the SUPERINTENDENT no later than six weeks prior to the end of the school year preceding the year for which the assignment is requested. The President shall be compensated at his/her teacher salary for 196 days per year, shall receive credit toward annual salary increments, and shall be allowed to remain a part of the retirement and insurance programs available to other teachers to the extent allowed by law or contract. The ASSOCIATION shall reimburse the BOARD within ten (10) calendar days after the end of each month worked for any and all costs incurred during this period of full time temporary duty assignment, to include, but not limited to costs of salary, payroll taxes, retirement contribution, health care contribution, workers' compensation, and other benefits and/or any other payments present or future incurred by the BOARD as a result of this arrangement. The President will not earn sick leave or annual leave during this period and shall not be eligible to use sick leave, the sick leave pool or any other leave except workers' compensation leave and FMLA leave.

In addition, the ASSOCIATION shall indemnify and hold the BOARD harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of granting this full time temporary duty assignment, including but not limited to medical and/or disability payments not paid by any of the BOARD's insurers; insurance payments and premiums in excess of what the BOARD would pay if the President was teaching; any claims brought against the BOARD at any time by the President; any claim brought against the BOARD at any time by any heir of the President or by the executor of the President's estate or by the surviving spouse of the President; any claim brought by any person or entity claiming any benefit related to the President's service as President; any claim brought against the BOARD by any person at any time arising from any act or omission of the President which occurs while serving as the President; any claim brought against the BOARD by an insurer of the BOARD to recover payments made to or on behalf of the President. This indemnification shall include without limitation, all attorneys' fees and other costs, fees and expenses related to any litigation, whether in a court, in arbitration, in mediation or before any administrative agency, which the BOARD incurs in relation to the President's service as President or his/her taking of the abovementioned assignment, or the granting of such assignment by the BOARD. In any such matter, the BOARD shall have the exclusive right to select, engage or replace its choice of attorneys or law firms to represent it. The BOARD may transmit invoices for such attorneys' fees, costs and expenses to the ASSOCIATION when received by the BOARD and the ASSOCIATION will pay them in full within twenty (20) calendar days of the date they are received by the ASSOCIATION.

The President shall remain subject to the terms of his/her professional service contract, the collective bargaining agreement, the rules of the BOARD, the Florida Education Code and the Ethics Rules of the Florida Department of Education. Any conduct of the President while serving as President, which could subject the President to disciplinary action, up to and including termination or revocation of his/her teaching certificate if it occurred while the President was teaching will subject the President to the same disciplinary action by the BOARD or the Department of Education even though serving as President.

Upon completion of the period of temporary duty assignment, the President shall be returned to a teaching assignment as determined by the SUPERINTENDENT.

11.11 Absence Without Leave:

11.110 An EMPLOYEE who is willfully absent from duty without leave shall forfeit compensation for the time of such absence, and his contract shall be subject to cancellation by the BOARD, pursuant to the provisions of Florida Statutes.

11.12 Abandonment of Position:

Any leave of absence (excluding sick leave) with or without pay shall be approved prior to the leave being taken, except in the case of an extreme emergency in which the EMPLOYEE must be absent prior to receiving approval from the proper authority.

11.121 When prior approval cannot be obtained by the EMPLOYEE because of such emergencies, the administrator shall:

a. Place the EMPLOYEE on leave with pay, provided the EMPLOYEE has sufficient leave accrued to cover the absence, or

b. Place the EMPLOYEE on leave without pay for the absence.

11.122 The EMPLOYEE is responsible for contacting the Principal no later than the next business day following the initial absence.

11.123 If the absence is for five (5) consecutive workdays, the building administrator may consider the EMPLOYEE to have abandoned the position and resigned from the school district. This provision may be waived at the discretion of the SUPERINTENDENT.

11.124 If an EMPLOYEE's request for leave of absence is disapproved and the EMPLOYEE takes unauthorized leave, the SUPERINTENDENT shall declare the EMPLOYEE to have abandoned the position and resigned from the School District.

11.13 Every application for leave shall include:

a. Type of leave and purpose of such leave

b. What compensation, if any, shall be paid during period of the leave

c. Length of leave

d. Any other information deemed necessary by the SUPERINTENDENT in giving proper consideration to such application

11.131 Leave granted to any EMPLOYEE shall be used only for the particular purposes or causes, which are set forth in the application. The BOARD shall have the right to determine that the leave is being used only for the purpose or causes set forth in such application, and if not so used, the BOARD shall have authority to cancel the leave. A leave not otherwise limited may be extended or renewed.

11.132 Upon return from an extended leave of absence, an EMPLOYEE shall be entitled to all benefits accrued at the time of his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility.

11.14 Any EMPLOYEE granted a BOARD approved leave of absence without pay as provided in this article shall be given the opportunity, unless otherwise provided, to continue insurance coverage in existing BOARD approved programs, provided that the premiums for such insurance programs shall be paid by the EMPLOYEE.

EMPLOYEES who leave the district shall be reimbursed for their prorated share of insurance premiums that they previously paid for dependent health care.

11.15 The EMPLOYEE shall be informed of the Principal's recommendation regarding any leave request at the time of transmittal to the Central Office.

11.16 FAMILY MEDICAL LEAVE ACT OF 1993 (FMLA Leave): Through a Memorandum of Understanding, the BOARD adopted a Family Medical Leave Act policy. The provisions of the BOARD's FMLA policy run concurrent with existing leaves and benefits as provided in this AGREEMENT.

12.01 Salary and Supplements:

Each EMPLOYEE shall be compensated in accordance with the yearly-differentiated salary schedules shown in Appendix A. Pursuant to F.S. 1012.22, EMPLOYEES who hold an Annual Contract on or after July 1, 2014, shall be compensated in accordance with the Performance Salary Schedule in Appendix A. All newly hired EMPLOYEES with a start date on or after July 1, 2014, shall be initially placed and compensated in accordance with the Performance Salary Schedule in Appendix A. EMPLOYEES on the Grandfathered Salary Schedule holding a continuing contract or professional service contract may opt into the Performance Salary Schedule if s/he relinquishes such contract and agrees to be employed on an annual contract under F.S. 1012.335.

EMPLOYEES may opt into the Performance Salary Schedule by submitting a written notice via email to the Compensation Office at compensation@collierschools.com no later than ten (10) calendar days after the Board approval of the current year's contract agreement. Such EMPLOYEES shall be placed on the Performance Salary Schedule and may not return to continuing contract or professional service contract status. EMPLOYEES who opt into the Performance Salary Schedule may not return to the Grandfathered Salary Schedule. Any negotiated increments or salary adjustments shall be paid to EMPLOYEES with Instructional Practice Scores that earn them a Final Evaluation Rating of at least "Effective" as soon as practicable following BOARD approval of any such increments or adjustments retroactive to the EMPLOYEE'S first contract day of that school year. Any increments of further salary adjustments not previously paid and owed to EMPLOYEES based on receipt of their Final Evaluation Rating (Instructional Practice Score and Student Growth Score) shall be paid subsequent to BOARD approval and the date on which EMPLOYEES receive their Final Evaluation Rating retroactive to the EMPLOYEE'S first contract day of that school year. In the event F.S. 1012.22 is repealed or amended, the Parties agree to renew collective bargaining negotiations for this article as soon as practicable.
Supplemental differentiated pay shall be indexed to the base pay for 0 years of experience on the Performance Salary Schedule and made in accordance with the appropriate schedule (see Appendices B through F) attached to this AGREEMENT and by this reference made a part thereof:

Supplemental Positions	Appendix B
Differentiated Pay for Instructional Leadership*	Appendix C
Differentiated Pay for School Activities *	Appendix D
Differentiated Pay for Middle School Athletics *	Appendix E
Differentiated Pay for High School Coaching	Appendix F

*If applicable

Agreed with the stipulation that the conversion chart will remain on the Salary Schedule.

12.011 In order to differentiate salary for experience and education, each new EMPLOYEE shall be initially placed on the appropriate experience step of the Performance Salary Schedule in Appendix A based on validated, full-time related experience. Effective July 1, 2023, each new EMPLOYEE shall be limited to a maximum of eighteen (18) years of validated, full-time related experience. In determining the salary of said new EMPLOYEE, a year's experience may be validated by full-time related service, including sick leave for which compensation was received but excluding all other types of leave, for a total of more than one- half of the number of days required for the normal contractual period of service for the position held. This experience must be within the same school year but may be in more than one school. A summation of fractional parts of two or more years will not be considered in computing experience. In the event the Florida Legislature requires compensation be paid for all years of experience, the parties agree to negotiate the impact on EMPLOYEES denied compensation under this provision.

Any current employee on the Performance or Grandfathered Salary Schedule shall be eligible to apply for additional experience credit for each year, limited to a maximum of eighteen (18) years of verifiable experience from other school districts earned prior to their current employment start date.

If a former EMPLOYEE returns to the bargaining unit, said EMPLOYEE shall be placed on the Performance Salary Schedule using the last salary previously earned in the bargaining unit, based on 196 days, or using the Performance Salary Schedule initial placement experience scale (1 – 10), whichever salary is greater.

CCPS administrators who accept a position classified in 1.02 of this AGREEMENT shall be placed on the Performance Salary Schedule. They shall receive credit for all CCPS classroom and CCPS administrative educational experience. Initial base salary on the Performance Salary Schedule will be determined by using the salary from the equivalent step on the Bachelor's column of the Grandfathered Salary Schedule.

Any compensation for advanced degrees for EMPLOYEES who are compensated per the Performance Salary Schedule in Appendix A will be designated as supplements and must be in the EMPLOYEE'S area of certification.
Each EMPLOYEE's annual salary shall be determined in accordance with the current Salary Schedules in Appendix A of this Agreement provided the EMPLOYEE's Final Evaluation Rating is "Highly Effective or Effective" overall, pursuant to the Florida Statute 1012.34.

12.012 Salaries for vocational instructors shall be computed as provided herein. In order to differentiate salary for work experience in the field of assignment, instructors may use work experience in lieu of degree status as required for certification by the Department of Education.

Effective for vocational instructors hired on or after July 1, 2002: The six (6) years of work experience required for initial certification will carry experience credit for differentiated salary. EMPLOYEES with a start date on or after July 1, 2023, shall be limited to a maximum of eighteen (18) years of work experience for the initial salary assignment in lieu of teaching experience on a year for year basis.

EMPLOYEES who are assigned to the LWITC, ITECH, or Workforce and whose program requires, as determined at the sole discretion of the Superintendent, a year-round assignment shall be employed for 236 days. At the sole discretion and approval of the Superintendent, an EMPLOYEE whose program requires a year-round assignment may, by exception and based on the needs of the school district as determined by the exclusive judgment of the Superintendent, be employed for 250 days. Instructors whose programs do not require a year-round assignment will be employed for 196 days. Programs will be evaluated on an individual basis.

12.013 In order to differentiate salary for military experience, the compensation entitlement for JROTC instructors shall be established as follows:

a. As of July 1, 2024, initial salary placement for JROTC instructors will be determined by the United States Army Junior Reserve Officers' Training Corps Standardized Instructional Pay Scale (JSIPS), and the corresponding salary step on the Performance Salary Schedule (Appendix A), inclusive of all qualifying experience as prescribed in article 12.011. Initial placement on the Performance Salary Schedule will be at the closest salary level equal to, but not less than the initial JSIPS calculation provided by the U.S. Army.

b. Salary increases for JROTC instructors will be calculated in the same manner as prescribed for CCEA members in Florida Statute and Article 12 of the agreement.

c. JROTC instructors hired between July 1, 2023, and June 30, 2024, who were placed on the "legacy" salary schedule using the Minimum Instructor Pay (MIP) model may apply for experience credit pursuant to Article 12.011 to determine if placement on the CCEA salary schedule is more beneficial to them.

12.014 Due to the critical shortage of teachers residing in the areas of Immokalee, Everglades City and/or Glades, salary will be differentiated for teachers in schools in those areas to the following guidelines:

a. Additional Experience Credit on the Salary Schedule

An EMPLOYEE assigned to Immokalee and/or Everglades City / Glades schools on a full-time basis shall be eligible to receive additional experience credit on the salary schedule, beyond the maximum regularly allowed, for verifiable experience earned outside the district. One year of additional experience credit shall be granted for each two (2) complete years of full-time service in Immokalee and Everglades City schools and/or Glades, until each year of verifiable experience outside the district is credited or until the EMPLOYEE reaches the final step on the salary schedule, whichever occurs first. Each additional year of experience shall be credited at the beginning of the year following the completion of each two-year period of full-time assignment in Immokalee or Everglades City schools and/or Glades. An EMPLOYEE who voluntarily transfers to a school in other than Immokalee or Everglades City during the

year in which additional credit is granted shall forfeit the most recent year of additional credit granted, effective as of the date of transfer. However, an EMPLOYEE who is involuntarily reassigned or transferred to a school in a location other than Immokalee or Everglades City and/or Glades during the second year of the two-year assignment in which additional credit is to be earned shall not forfeit the benefit of this provision.

The EMPLOYEE is responsible to apply on the appropriate form provided by the Human Resources Department for the one-step adjustment with the Compensation Office no later than the last day of the 196-day teacher contract of the school year prior to the adjustment. The EMPLOYEE shall be responsible for the submittal of the proper verification forms. The effective date of the adjustment shall be as of the date the experience is verified, but not sooner than the first day of the EMPLOYEE's contract for the subsequent year.

b. Immokalee/Everglades City Teaching Supplement

EMPLOYEES who teach in Immokalee and/or Everglades City/ Glades shall receive an annualized index supplement of .025 of the base pay of $43,760, during any year that they teach in Immokalee and/or Everglades City/ Glades.

12.015 Beginning in the 2008/09 school year, an EMPLOYEE may earn a year of instructional experience in Collier County Public Schools by working full-time, including sick leave for which compensation was received but excluding all other types of leave, for a total of more than one-half of the number of days required for the normal contractual period of service for the position held. No EMPLOYEE may earn more than one (1) year of experience per fiscal year except as provided in subsection 12.014. This provision applies to salary credit only.

12.016

a. EMPLOYEES shall be paid on a biweekly basis, except the last pay date for each fiscal year shall be the Friday closest to July 12. Although every-other-Friday will generally be payday, some deviations are appropriate. For example, if a payday falls on a holiday when banks are closed, direct deposits will be made on the weekday immediately preceding the holiday.

b. EMPLOYEES with 196-day contracts will have the option, annually, to be paid in 22 or 26 payments. The first pay date of the contract year will be the first scheduled Friday pay date following the pay period in which the EMPLOYEE has worked a minimum of one day. Those EMPLOYEES who elect the 26-pay option shall receive a lump sum payment of the balance due for their contract year on the 21st scheduled pay date less one (1) period rate which will be paid on the 22nd scheduled pay date.

c. An EMPLOYEE with a contract length of more than 196 days and less than 250 days will have the option, annually, to be paid according to the number of pay periods in which he works or 26 payments. The first pay date of the contract year will be the first scheduled Friday pay date following the pay period in which the EMPLOYEE has worked a minimum of one day. Those EMPLOYEES who elect the 26-pay option shall receive a lump sum payment of the balance due for their contract year on their next-to-the-last scheduled pay date in their respective contract year less one (1) period rate which will be on the last scheduled pay date.

d. Beginning 1990-91, 250-day contract EMPLOYEES will be paid in 26 payments. After July 6, 1990, the 26th pay date shall be the Friday nearest July 12.

12.017 Administrative Designee

An EMPLOYEE assigned to a school who is designated by the Principal to assume the administrative responsibilities for the school in the absence of the Principal and all Assistant Principal(s) shall receive a supplement of .030 per year.

12.018 Differentiated Pay recognizing the accomplishments of teachers earning certification from the National Board for Professional Teaching Standards (NBPTS) will be administered as follows:

Any EMPLOYEE in the District holding or receiving National Board Certification on or before June 30, 2011, will be paid an additional 5% through 2019-2020 of the average state teacher’s salary per year for the remainder of his/her 10-year National Board Certification.

12.019 EMPLOYEES who volunteer and are selected to evaluate high school course work done during Home Education Programs, or during study at private schools from which the district does not accept transfer credit without further validation, shall be paid fifty ($50) dollars for each one-half credit course so evaluated. Evaluation of a course shall consist of review of the student's program and work, or administration and evaluation of the final exam for the course as given in the school from which credit is sought, as specified in the Pupil Progression Plan.

12.020 To conform with F.S. 1012.22, all EMPLOYEES assigned to a Title I eligible school will receive a supplement in the amount of $200.00 for the school year. If legislation changes and the requirement to provide this supplement is eliminated, the supplement will no longer be paid.

12.021 To conform with F.S. 1012.22, all EMPLOYEES assigned to a school that earned a grade of "F" or three consecutive grades of "D" pursuant to Florida Statute 1008.34 will receive a supplement in the amount of $100.00 for the school year. The supplement will remain in force for one (1) year following an improved grade for that school. If legislation changes and the requirement to provide this supplement is eliminated, the supplement will no longer be paid.

12.022 When state statute requires an extended day at identified schools, the following provisions shall be followed regarding payment of EMPLOYEES at the state identified schools:

a. Based on the terms of the state requirement, the District shall determine which days will be extended and which EMPLOYEES will be required to work the extended time; and

b. No day shall be extended more than one (1) hour; and

c. For each half (1/2) hour of extension time beyond the 7.5-hour workday, affected EMPLOYEES shall be paid 6.67 percent of their regular daily rate of pay.

12.023 If a salary increment/step is negotiated and provided to EMPLOYEES on the salary schedule, any EMPLOYEE on the Grandfathered Salary Schedule that receives a Final Evaluation Rating of Effective or Highly Effective for the immediately preceding school year and is not otherwise eligible to receive a salary increment/step on the salary schedule will receive a supplement of .0333 of the base pay of $43,760.

12.024 Travel Expense: Any EMPLOYEE who must use his personal automobile or otherwise provide his own transportation when on school district business shall be reimbursed by the BOARD according to the amount established by current BOARD policy.

12.025 Home to School: Such mileage reimbursement shall not include routine travel to and from the EMPLOYEE's home and the school to which he is assigned.

12.026 Itinerant EMPLOYEE: Itinerant EMPLOYEES are those EMPLOYEES who are assigned to more than one (1) school per day. Each EMPLOYEE shall be assigned a home school. The home school assignment for an itinerant EMPLOYEE shall be the school of assignment nearest to his/her residence. It is the EMPLOYEE's responsibility to commute to and from work each day. Therefore, all mileage driven as part of the EMPLOYEE's regular assignment, LESS the round trip commuting mileage between the EMPLOYEE's residence and his home school, is reimbursable.

12.027Other allowable expenses incidental to travel, such as meals and lodging, when on school district business shall be reimbursed by the BOARD in the manner and to the extent provided by Florida Statutes and/or State Board of Education Rules.

12.03 Terminal Pay: Terminal pay will be paid to an EMPLOYEE (or to his beneficiary if service is terminated by death) in accordance with the following conditions:

a. Any EMPLOYEE shall be eligible to receive his/her daily rate of pay at the time of termination, and/or normal or disability retirement in accordance with the following table:

- During the first 3 years of service with the School District of Collier County as defined in 12.016 (hereinafter "service" for purpose of this section), the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.

- During the next 3 years of service, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.

- During the next 3 years of service, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.

- During the next 3 years of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.

- During and after the 13th year of service, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave.

12.031 Terminal pay will not be paid for sick leave days transferred into Collier County from another school district. However, sick leave will be charged against transferred sick leave days prior to the charge of sick leave against days earned in Collier County.

12.032 Payment of terminal pay will be made by the district within thirty (30) calendar days following the EMPLOYEE's retirement or termination date. Said payment shall be deposited in a deferred compensation account in accordance with BOARD policy.

12.033 Once terminal pay has been calculated and paid, the EMPLOYEE will have no remaining balance in his sick leave account.

12.034 Terminal pay shall be reduced by 25% for any EMPLOYEE who gives less than 30 calendar days notice prior to retirement or separation. The SUPERINTENDENT may waive this provision. Terminal pay will not be paid to any EMPLOYEE who is terminated for sexual molestation of students or selling controlled substances to students provided all due process rights have been afforded the EMPLOYEE.

12.035 The EMPLOYEE may elect to transfer their terminal leave to another district by designating so on the voluntary separation form. If this designation is not made at the time of separation, the terminal pay will be processed in accordance with BOARD administrative procedure and Florida Statute. Once terminal pay is calculated and paid, the leave is no longer eligible for transfer.

12.036 In calculating terminal pay, the collective bargaining agreement in effect on the EMPLOYEE's last day of work or paid leave, excluding summer school, will be used to determine the appropriate payoff.

12.04 College Credit Reimbursement:

Subject to prior approval of the SUPERINTENDENT's Office, the BOARD will reimburse each eligible EMPLOYEE the actual amount of tuition paid, not to exceed 25% (unless otherwise specified in 12.041) of the average resident tuition rate established by the Florida State Board of Regents for Florida State Universities as of September 1, for any courses taken during the succeeding 12 months for each approved graduate or undergraduate semester hour taken. To be eligible for reimbursement under this provision, EMPLOYEES must have completed three (3) consecutive years of experience in the CCEA Bargaining Unit (except in cases where courses satisfy certification requirements) AND meet one of the following criteria:

a. accepted to and enrolled in a graduate degree seeking program in accordance with section 12.041, or

b. as otherwise specified in section 12.041

12.041 Area(s) included are:

a. Subject area(s) included in the EMPLOYEE's area of assignment or courses specifically related to topics within the district-approved curriculum for said EMPLOYEE, or courses in additional areas of certification as approved by the SUPERINTENDENT including educational leadership.

b. EMPLOYEES shall be reimbursed for any courses taken which are necessary for certification in areas designated by the SUPERINTENDENT as critical shortage areas as of February 1 of each year.

c. EMPLOYEES who are currently teaching out-of-field or have been assigned out-of-field for a future assignment shall be reimbursed for courses that will lead to certification in the assigned field, excluding assignments where an endorsement will satisfy the out-of-field requirement (reimbursement shall be at 100% of the average resident tuition rate established by the Florida State Board of Regents for Florida State Universities as of September 1).

d. EMPLOYEES who take courses that qualify for reimbursement from the DOE shall request reimbursement from that source and shall not be eligible for local reimbursement.

e. Graduate level courses required to become an approved dual-enrollment instructor as approved by the SUPERINTENDENT (reimbursement shall be at 100% of the average resident tuition rate established by the Florida State Board of Regents for Florida State Universities as of September 1).

f. Courses required to earn an initial Florida Professional Teaching Certificate.

12.042 Reimbursement shall not be provided for courses outside the area of education; for example, courses leading to a degree in law, engineering, nursing, real estate, business, courses based on travel, etc.

12.43 Courses must be taken from an accredited institution.

12.044 Evidence of a grade of "B" or better for each credit hour earned must be submitted within six (6) months of the date of completion. No more than four (4) credit hours per fiscal year will be reimbursed for courses that are not graded via letter grade, but receive grades such as “pass” “complete” or “satisfactory. A receipt indicating the amount paid for the course also must be submitted.

12.045 EMPLOYEES will not receive reimbursement when on paid sabbatical leave.

12.046 EMPLOYEES will not receive reimbursement for expenses such as per diem, travel, or registration.

12.047 Reimbursement for courses taken during the summer shall be paid when the EMPLOYEE returns to work for the next school year. No reimbursement shall be paid to those not employed by the district for the next school year.

12.048 EMPLOYEES shall be reimbursed for no more than 12 credit hours per school year, up to a maximum of 36 credit hours total while employed by the District.

12.049 The District may pursue grant funding to provide additional tuition reimbursement opportunities. Any reimbursement provided using grant funds shall be distributed in accordance with the grant award stipulations. In the event the grant does not stipulate the manner in which funds for reimbursement are distributed, funds for tuition reimbursement shall be distributed in accordance with the reimbursement rate established in this agreement.

12.05 In-service Compensation for EMPLOYEES Receiving Training:

EMPLOYEES shall be compensated for participation in in-service training activities which are outside of, or in addition to, regular hours of duty assignments or a regular day of a contract period for which regular compensation is provided, provided that the EMPLOYEE is specifically selected or assigned, by name individually and in writing by the SUPERINTENDENT's Office, to participate in the in-service-training activity and be so compensated.

12.051 EMPLOYEES participating in in-service training shall be compensated at a rate of $35 per hour of attendance.

12.052 EMPLOYEES who must meet requirements for an ESOL endorsement (300 hours of in-service training or 15 semester hours of college course work) to satisfy the DOE/META Consent Decree shall receive compensation and/or reimbursement for training as follows:

a. EMPLOYEES who meet all or part of these requirements through college course work shall receive tuition reimbursement as noted in 12.04.

b. EMPLOYEES who meet all or part of these requirements through in-service training will be compensated for each sixty (60) hour training course at the rate, which would have been reimbursed for the equivalent training through college course work.

12.053 EMPLOYEES who teach math, science, social studies or computer literacy and who must receive either sixty (60) hours of in-service training or three (3) semester hours of college course work to satisfy the DOE/META Consent Decree shall receive compensation or reimbursement for training as follows:

a. EMPLOYEES who meet these requirements through three (3) semester hours of college course work shall receive tuition reimbursement as noted in Article 12.04.

b. EMPLOYEES who meet these requirements through sixty (60) hours of in-service training shall attend no less than twenty (20) hours of classroom instruction and complete up to forty (40) hours of independent study. Compensation will be paid for classroom instruction time as noted in Article 12.05.

12.054 EMPLOYEES who must receive eighteen (18) hours of in-service training to meet the requirements of the META/DOE Consent Decree shall attend no less than six (6) hours of classroom instruction and complete up to twelve (12) hours of independent study. Compensation will be paid for classroom instruction time as noted in Article 12.05.

12.06 In-service Compensation for EMPLOYEES Conducting Training:

EMPLOYEES shall be compensated for planning, organizing and conducting in-service-training activities which are outside of, or in addition to, regular hours of duty assignment or a regular day of a contract period for which regular compensation is provided, provided that the EMPLOYEE is specifically selected or assigned, by name individually and in writing by the SUPERINTENDENT's Office, to plan, organize and conduct the in-service- training activity and be so compensated.

12.061 EMPLOYEES conducting in-service-training activities shall be compensated at a rate of forty ($40) dollars per hour for each hour the in-service-training activity is conducted.

12.062 EMPLOYEES planning and organizing in-service-training activities, which they will later conduct, shall be compensated at a rate of forty ($40) dollars per hour for such planning and organization. The number of hours compensated for planning and organizing in-service training activities shall not exceed one-half (1/2) the number of hours involved in the in-service training itself. EMPLOYEES conducting the same in-service activity more than once within 90 calendar days shall be compensated for no more than one quarter (1/4) of the number of hours involved in the in-service activity itself for each of the activities beyond the first.

12.07 Benefits:

12.071 Eligibility

Eligibility for health insurance coverage and other benefits (including basic life insurance and optional/voluntary benefits) during the duration of this agreement shall be .75 FTE (28.125 hours per week. Specific information on eligibility requirements is contained in the Health Benefits Plan Summary Plan Description (the SPD) available on the Benefits' website.

12.072 Health Insurance

The District shall make a health insurance plan available to eligible EMPLOYEES.

a. Enrollment and Waiting Periods: The SPD shall stipulate when an EMPLOYEE or his/her dependents may enroll in the health insurance plan. Enrollment may be subject to limitations or other conditions as defined in the SPD.
b. Plan Benefits: Each year, prior to the annual enrollment period, EMPLOYEES will receive Enrollment information that will outline the benefits offered next calendar year. Information relative to specific health insurance benefits and limitations will be updated regularly and contained in the SPD. In the event there is a conflict between the provisions of the collective bargaining agreement and the SPD, the District's SPD shall control.

c. Health Insurance Premiums:

1. EMPLOYEE Coverage: The BOARD shall provide and fully fund (100% District paid) comprehensive health insurance as defined in the SPD for all eligible EMPLOYEES covered under this section, excluding those grandfathered employees referred to in Section 12.071.

2. Dependent Coverage: EMPLOYEES selecting dependent coverage pursuant to the SPD shall be responsible for the payment of premiums as set on an annual basis. Premiums are effective January 1 and may be adjusted each year during the term of this agreement pursuant to an actuarial recommendation.

3. Annual Premium Adjustment: Each fiscal year, the health insurance premiums shall be set to ensure that the rates are actuarially sound and meet any and all federal, state and other requirements. Premiums for dependent coverage, set for the fiscal year, will begin effective January 1. The premiums may increase annually.

12.073 Cafeteria (Section 125) Plan/Voluntary Benefits

The BOARD shall provide eligible EMPLOYEES a Cafeteria Plan, subject to Section 125 of the Internal Revenue Code, to select benefits provided in the District's Cafeteria Plan. The Cafeteria Plan shall include such benefits as agreed to by the joint Collaborative Study Committee on Employee Health Insurance and Benefits. Premiums for benefits provided in the Cafeteria Plan shall be paid by the EMPLOYEE.

12.074 Life Insurance: Each eligible EMPLOYEE (per 12.071) shall receive term life insurance with a benefit of $30,000, or one times (1 x's) the EMPLOYEE's annualized salary up to $100,000, whichever is greater.

12.075 Retired EMPLOYEES shall be permitted to participate in the basic health care plan with any primary coordinating coverage offset at no cost to the BOARD. EMPLOYEES retiring during the current school year will be accepted into the plan within 30 days of their retirement date.

It is the responsibility of the eligible EMPLOYEES to report in writing, or by the use of e-mail, within thirty (30) days, any change in marital, dependent or any other status for the purpose of updating insurance records for the District's Benefits Office.

CCEA shall be afforded the opportunity to name three (3) representatives to a joint ASSOCIATION/Administration committee, which shall meet quarterly to review and make recommendations to the SUPERINTENDENT regarding EMPLOYEE insurance benefits.

The mission of the health care program shall be to achieve the following four goals:

a. Ensure financial access to clinically efficacious health care services for plan participants

b. Protect plan participants from extreme financial hardship due to major health care needs

c. Minimize the total cost of the health plan over the long term

d. Simplify, wherever possible, the administrative burden of the health plan

The joint ASSOCIATION/Administration committee will convene no later than November 15 of each year to make recommendations to the SUPERINTENDENT regarding EMPLOYEE insurance benefits. The ASSOCIATION will provide names of their three representatives to the district's Benefits Office no later than October 1 of each year. The committee will provide a list of consensus recommendations and the related estimated costs to the SUPERINTENDENT for his/her considerations no later than February 15 of each year for implementation in the following plan or program year.

12.08 Paid Holidays: Less than 250-day EMPLOYEES shall receive six (6) paid holidays.

12.09 Sick Leave Buyout: At the discretion of the EMPLOYEE and the annual approval of the BOARD, accumulated personal sick leave may be purchased by the BOARD under the following conditions:

a. A minimum balance of twenty (20) days must be maintained at all times

b. The maximum number of days eligible for purchase by the BOARD shall be in accordance with F.S. 1012.61(2) (a) (3).

c. The purchase price of the sick leave days purchased shall be set at the EMPLOYEE's current daily rate of pay multiplied by 50% for an EMPLOYEE with zero (0) to twelve (12) years of experience in Collier County and by 80% for EMPLOYEES with thirteen (13) or more years of experience in the Collier County Schools. Experience is defined in Article 12.016.

d. Days for which an EMPLOYEE receives payment will be deducted from the accumulated leave balance at 100% value even if restricted by item (c) above.

e. All payments made under this section will be considered as salary and, therefore, be subject to federal income tax and social security tax.

f. Application letters must be submitted to the Human Resources/Compensation Office prior to June 30th of each year to be paid the following school year and must include the total number of days requested. In calculating buyout pay, the collective bargaining AGREEMENT in effect at the time the EMPLOYEE elects the buyout provision will be used to determine the appropriate pay. The EMPLOYEE may choose between payment either in the first contractual pay period in the fall or the first pay period in January in the following school year.

12.10 Fingerprinting of EMPLOYEES

The BOARD shall pay the FBI processing fee only for EMPLOYEES hired by the District prior to October 1, 1990, and required to have a criminal background investigation (reference FS 1012.32(3)(a)) as amended, 231.1725 and 231.28). This provision does not apply to EMPLOYEES who have a break in service. The District will provide the ASSOCIATION with general guidelines as to the disposition of any negative findings as a result of this provision.

12.11 EMPLOYEES Directed to Substitute for another EMPLOYEE

Each EMPLOYEE who is directed by his Principal to substitute in an instructional capacity or to proctor assessments during his/her planning period block in the absence of another EMPLOYEE shall receive a stipend as follows:

Minutes	Stipend
≥ 15 & <41	$40
≥ 41 & <81	$50
≥ 81	$60

When a class is divided among other classes in the absence of another EMPLOYEE, then each EMPLOYEE receiving students shall receive the proportionate amount (proportion determined by the number of teachers) of the below stipend as follows:

Minutes	Stipend
≥ 15 & <100	$63
≥ 100 & <200	$108
≥ 200	$153

12.12 Upon request, the district will provide each EMPLOYEE with a separation packet including benefits and procedures due upon termination or retirement. This packet will be provided to the EMPLOYEE, upon their request, within 45 calendar days of notification of the EMPLOYEE’s intention to retire or terminate and will include:

1. Daily/hourly rate of pay

2. Current status if sick leave accrual

3. Explanation of options to continue health insurance

4. All necessary forms for the Florida Retirement System, if eligible for retirement

12.13 When processed by the Office of Human Resources, the BOARD will waive the fee associated with adding a Reading, Gifted, and/or Autism Endorsement to the EMPLOYEE's Florida Teaching Certificate.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.01 In the event any portion of this AGREEMENT shall be determined to be invalid and/or unenforceable by a court of competent jurisdiction, or as the result of state or federal legislation, the balance of the AGREEMENT shall remain in full force and effect. The parties shall negotiate alternative proposals to the affected portions within sixty (60) days after such determination.

13.02 The BOARD and the ASSOCIATION subscribe to the principle that differences shall be resolved by peaceful and appropriate means, without interruption of the school program. The ASSOCIATION therefore agrees that it will not condone aid or abet (directly or indirectly) any strike, work stoppage, slowdown or other concerted refusal to perform work by the EMPLOYEES covered by this AGREEMENT during the life of this AGREEMENT. In the event of a strike, work stoppage, slowdown or other concerted refusal to perform work, the terms and conditions of this AGREEMENT shall immediately become null and void.

13.03 The rights of an EMPLOYEE as an EMPLOYEE of the BOARD shall not be adversely affected in any manner solely because of sex, race, religion, marital status, national origin, handicap or disability.

13.04 The AGREEMENT covers the period of time from July 1, 2022, to June 30, 2025.

13.05 Salary rates as set forth in this AGREEMENT shall be effective as of the date listed on the appropriate appendix page.

13.06 The parties agree to commence negotiations on a successor agreement no later than December 1, 2024.

DIFFERENTIATED INSTRUCTIONAL SALARY SCHEDULES FOR 2024-2025 * **Approved October 8, 2024**
(196 days, 7.5 hr. workday, includes a 35 minute paid lunch)

Grandfathered Salary Schedule *(for all EMPLOYEES holding a Continuing or Professional Service Contract who have not opted into the Performance Salary Schedule)*			**Performance Salary Schedule**		
Step	**Bachelors**	**Masters**	**Step**	**Initial Placement with the following years of experience. Years listed below ONLY apply to newly hired EMPLOYEES with a start date on or after 7/1/14***	**Bachelors**
N	$68,440	$73,480	E2	0 - 4	$57,000
O	$69,760	$74,980	E3	5	$57,440
P	$71,080	$76,480	F1		$57,880
Q	$72,400	$77,980	F2		$58,320
R	$73,720	$79,480	F3	6	$58,760
S	$75,040	$80,980	G1		$59,200
T	$76,360	$82,480	G2		$59,640
U	$77,680	$83,980	G3	7	$60,080
V	$79,000	$85,480	H1		$60,520
W	$80,320	$86,980	H2		$60,960
X	$81,640	$88,480	H3	8	$61,400
Y	$82,960	$89,980	I1		$61,840
Z	$84,280	$91,480	I2		$62,280
AA	$85,600	$92,980	I3	9	$62,720
BB	$86,920	$94,480	J1		$63,160
CC	$88,240	$95,980	J2		$63,600
DD	$89,560	$97,480	J3	10	$64,040
			K1		$64,480
			K2		$64,920
			K3	11	$65,360
			L1		$65,800
			L2		$66,240
			L3	12	$66,680
			M1		$67,120
			M2		$67,560
			M3	13	$68,000
			N1		$68,440
			N2		$68,880
			N3	14	$69,320
			O1		$69,760
			O2		$70,200
			O3	15	$70,640

			P1		$71,080
			P2		$71,520
			P3	16	$71,960
			Q1		$72,400
			Q2		$72,840
			Q3	17	$73,280
			R1		$73,720
			R2		$74,160
			R3	18	$74,600
			S1		$75,040
			S2		$75,480
			S3		$75,920
			T1		$76,360
			T2		$76,800
			T3		$77,240
			U1		$77,680
			U2		$78,120
			U3		$78,560
			V1		$79,000
			V2		$79,440
			V3		$79,880
			W1		$80,320
			W2		$80,760
			W3		$81,200
			X1		$81,640
			X2		$82,080
			X3		$82,520
			Y1		$82,960
			Y2		$83,400
			Y3		$83,840
			Z1		$84,280
			Z2		$84,720
			Z3		$85,160
			AA1		$85,600
			AA2		$86,040
			AA3		$86,480
			AB1		$86,920
			AB2		$87,360
			AB3		$87,800
			AC1		$88,240
			AC2		$88,680
			AC3		$89,120
			AD1		$89,560
			AD2		$90,000
			AD3		$90,440
			AE1		$90,880
			AE2		$91,320

			AE3		$91,760
			AF1		$92,200
			AF2		$92,640
			AF3		$93,080
			AG1		$93,520
			AG2		$93,960
			AG3		$94,400
			AH1		$94,840
			AH2		$95,280
			AH3		$95,720
			AI1		$96,160
			AI2		$96,600
			AI3		$97,040
			AJ1		$97,480
			AJ2		$97,920
			AJ3		$98,360
			AK1		$98,800
			AK2		$99,240
			AK3		$99,680
			AL1		$100,120
			AL2		$100,560
			AL3		$101,000
			AM1		$101,440
			AM2		$101,880
			AM3		$102,320
			AN1		$102,760
			AN2		$103,200
			AN3		$103,640
			AO1		$104,080
			AO2		$104,520
			AO3		$104,960
			AP1		$105,400
			AP2		$105,840
			AP3		$106,280
			AQ1		$106,720
			AQ2		$107,160
			AQ3		$107,600
			AR1		$108,040
			AR2		$108,480
			AR3		$108,920
			AS1		$109,360
			AS2		$109,800
			AS3		$110,240

Differentiated pay for Advanced Degrees for Grandfathered Salary Schedule (add to Master's):	*Per F.S. 1012.22, the base salary for EMPLOYEES who hold an Annual Contract on or after 7/1/14 or those employees who move off the Grandfathered Salary Schedule by opting into the Performance Salary Schedule shall be the salary paid in the prior year, including adjustments only. EMPLOYEES who have an advanced degree and were hired prior to 7/1/2011 shall not be assigned a step when placed on the above Performance Salary Schedule, but shall receive the base salary paid in the prior year, including adjustments only.
$1,500 Specialist in Education or the equivalent degree or unconditional admission to Doctoral Candidacy (ABD) from an accredited college or university $2,000 Specialist in Education or the equivalent degree or unconditional admission to Doctoral Candidacy (ABD) from an accredited college or university if in the area of assignment $2,500 Certificate of Clinical Competence in Speech-Language Pathology (CCC) $2,500 Doctoral degree from an accredited college or university $3,000 Doctoral degree from an accredited college or university if in the area of assignment	**Degree Supplements for Performance Salary Schedule (applies only to degrees in area(s) of certification)** Masters: $3,500 Specialist: $4,000 CCC: $2,500 Doctorate: $5,000

- Differentiated pay for the additional responsibility and difficulties of teaching an extra course in lieu of a planning block/period:
    - Middle and high school EMPLOYEES on a six (6) or seven (7) period and who are regularly scheduled to teach during their planning period shall be paid a 16% instructional supplement.

- Differentiated pay for Immokalee EMPLOYEES:
    - Immokalee EMPLOYEES shall receive a supplement of $2500. The supplement shall be paid in two equal installments, the first in December and the second in May. EMPLOYEES with a start date on or after January 1 shall only be eligible to receive the second installment of $1250 paid in May. Only those EMPLOYEES who are current EMPLOYEES as of the date on which the supplement is paid shall be eligible to receive the supplement.

- Differentiated pay for lead teacher responsibilities in Alternative Schools:
    - Alternative School Lead Teacher at specific sites as recommended by the principal shall receive an addition 10% instructional supplement. Duties and responsibilities will vary depending on the progress and will be determined by the principal.

- Computation of Salaries:
    - Salaries are computed on the basis of 196 working days except for an EMPLOYEE's initial contract. All instructional positions which are more or fewer than 196 days will be computed at the daily rate of 1/196 of the instructional salary.

- Differentiated pay for Speech Language Pathologists:
    - Speech Language Pathologists shall receive an additional instructional supplement of $3,000.

- Differentiated Pay for Dual Enrollment Teacher/ Student Performance:
    - High School EMPLOYEES who teach high school students in any dual enrollment college credit course on a District High School campus will receive fifty dollars ($50) for a student performance grade of B or higher, per student, per course.

APPENDIX B – SUPPLEMENTAL POSITIONS

1. The term department chairperson shall pertain to the chairperson of a specific grade level, a specific discipline or subject area, a grouping of disciplines or subject areas for the purposes of communication, articulation and planning, or an interdisciplinary team.

2. For the purpose of computing supplements, no EMPLOYEE shall be counted more than once at any school center unless that center has organized its instructional staff with multiple chair designations including, but not limited to, department chairpersons and team leaders.

3. A department eligible to have a department chairperson shall consist of at least two (2) employees.

4. Each EMPLOYEE assigned to a school at least half-time will be counted as a member of one team or department.

5. EMPLOYEES earning fall athletic supplements will be compensated in equal installments throughout the term of the supplemental assignment beginning no later than the first pay date in October.

6. Before any person shall be eligible for a supplement, he shall first be approved by a majority vote of the BOARD, in open meeting, upon recommendation of the SUPERINTENDENT.

7. There shall be no express or implied right to reappointment to any position in the school system paying any supplement, for any subsequent year, just because of the fact of having been appointed for any prior year. Any person shall be considered reappointed to his supplemental position for the subsequent school year if he has not been notified in writing of the intent not to reappoint by April 20 of the current school year, or by June 1 of the current school year for an EMPLOYEE whose assignment has not been completed by April 20.

8. Each chairperson under Instructional Supplements shall receive the prescribed compensation based upon the number of EMPLOYEES on his team for the entire year or a proration thereof for those who work less than a full year.

9. After serving a maximum of three (3) consecutive years as an appointed department chairperson or team leader, this supplemental position shall be open to competitive application by other EMPLOYEES within the department or team.

10. Those Vocational-Technical Center department chairpersons who are employed for 236 days shall be compensated at the rate of an additional 20% for those EMPLOYEES within the department who are employed 236 days.

11. In regard to an EMPLOYEE's request to fill a coaching assignment at a school other than his/her primary school of assignment, the following procedures shall be followed:

    A. The EMPLOYEE shall request approval from the Principal of each school to which he/she is assigned prior to making a commitment to coach. This request should include the best information available regarding the dates and times early dismissal is necessary. If any Principal is of the opinion that too much instructional time would be missed, he/she may deny the request to coach.

B. If the home school Principal has approved the coaching position, Temporary Duty Assignment leave will be granted for all early releases.

C. No early release from instructional time, meetings, conferences or duty assignments will be granted for practices or coaches' meetings. Coaches may be released from planning time if there are no other conflicts as long as classes are adequately planned.

D. In recognition of the difficulty in finding qualified coaches, all elementary and middle school Principals will attempt to be as flexible as possible in allowing EMPLOYEES to coach at the high school.

E. High school EMPLOYEES who seek coaching positions at another high school may be so assigned upon receiving prior approval of both Principals involved.

F. In all cases listed above, an EMPLOYEE may appeal a Principal's decision directly to the Principal's Supervisor. The Supervisor's decision will be final.

12. Requests for approval of the addition of coaching positions should follow the normal chain of authority: Coach—Activities Coordinator—School Principal—SUPERINTENDENT—District School Board.

13. EMPLOYEES hired to teach hospital/homebound students outside of their regular workday shall be paid at their current hourly rate based on approved timesheets.

Department Chair/Team Leader**

Number of Persons	Index*
1	0.0000
2	0.0322
3	0.0379
4	0.0447
5	0.0516
6	0.0581
7	0.0644
8	0.0705
9	0.0765
10	0.0822
11	0.0878
12	0.0930
13	0.0983
14	0.1030
15	0.1078
16	0.1122
17	0.1167
18	0.1206
19	0.1246
20	0.1282
21 or above	0.1300

**A singular change (+ or -) in the “Number of Persons” after October 1 of the current school year will not initiate a change in the calculation of the supplement.

	Middle School Department Chairperson**	0.0600*
	Everglades City School**—Subject Area Contacts, 4 High, 4 Middle (Math, Science, Language Arts, Social Studies) Everglades Middle/High Teachers are not eligible for Team Leader or Department Chairperson supplements	0.0300*
1.	Peer/Mentor Teacher—Beginning Teacher Program (School-Based only) 196 days	0.0263*
2.	Building Technology Coordinator (BTC [one per school])	
	Elementary	0.0350
	Secondary	0.0400

3.	District Media Specialist Teacher Leader (2 per District: 1 Elementary and 1 Secondary)	0.1505*
4.	District Foreign Language Teacher Leader	0.1505*
5.	Quality Assurance Site Monitor — Alternative Programs — 1 per Required Site	0.05
6.	District Speech Language Pathologist Leaders	0.1505

239 per District: 1 Elementary and 1 Secondary)

* Supplements are computed by applying the above index to the base pay of $43,760

APPENDIX D – DIFFERENTIATED PAY FOR SCHOOL ACTIVITIES

EMPLOYEES who assume additional responsibilities and job performance difficulties in supervising the Activities listed below will receive differentiated pay as follows:

ATHLETICS RELATED	Index*
Everglades City Activities Director	0.0786
Intramural Director of Approved Sports	0.0110
Intramural Team Sponsor for Approved Sports	0.0045
Assistant to the High Schools' Activities Coordinators (3 supplements per year, one each for Fall, Winter, and Spring; EVG is during one season only – the season with the greatest number of sports and after-school activities as identified by the school)	0.0467
CLASS SPONSORS	
Senior Class Sponsor	0.0450
Senior Class Assistant Sponsor	0.0350
Junior Class Sponsor	0.0450
Junior Class Assistant Sponsor	0.0350
Sophomore Class Sponsor	0.0200
Freshman Class Sponsor	0.0200
ART/MUSIC/DRAMA**	
Art Teacher (.0027 per public display)	Limit 8
Elementary Music Teacher (.0040 per public performance)	Limit 8
High School Band Director*****	0.1300
High School Assistant Band Director*****	0.0800
High School Band Auxiliary Unit Sponsor	0.0267
High School Orchestra Director (Minimum of eight [8] public performances per year)	0.0550
High School Choral Director (Minimum of eight [8] public performances per year)	0.0550
High School Drama Director (.0250 per production)	Limit 4
Middle School Band Director*** (Minimum of four (4) major performances per year)	0.0280
Middle School Orchestra Director***(Minimum of four (4) major performances per year)	0.0280
Middle School Drama Director *** (Minimum of two (2) major productions per year) (including matinee and 2 evening shows)	0.0280
Middle School Choral Director (.0040 per public performance)	Limit 12
Music Director for Dramatic Musical Production (.0250 per major production)	Limit 1

OTHER ACTIVITIES

Academic Competitive Club Sponsor	0.0199
Administrative Designee	0.0300
School Club Sponsor (Elementary, Middle, High School and Workforce Education)	0.0121
Elementary Safety Patrol Sponsor	0.0146
Elementary Newspaper Sponsor or Elementary Yearbook Sponsor, not both	0.0110
Odyssey of the Mind (1 Per District)	0.0199
High School Student Council Sponsor	0.0267
JROTC Supply Officer	0.0602
Legal “Mock Trial” Sponsor	0.0199
Newspaper Sponsor (9 issues required)	0.0211
Newsmagazine Sponsor (4 issues required, minimum of 24 pages per issue)	0.0211
Postsecondary Events (i.e. culinary, auto) (.0027 per event)	Limit 6
Read Squad Program Sponsor (Based on Barbara Bush Grant Funded Amounts)	
Yearbook Sponsor:	
Middle School	0.0260
High School	0.0321
Speech and Debate Team Sponsor****	0.0361
Special Academic Activities (approved by SUPERINTENDENT)	0.0110

ADDITIONAL ACTIVITIES EARNING SET DOLLAR AMOUNTS:

Art Event Coordinator (1 per District)	0.0060
Campus/Lunch Monitor (Note: Subject to school-based funding; in lieu of 35-minute duty-free lunch; per semester/term)	0.0220
Career Academy Director	0.0602
Canvas Support Contact (1 per school)	0.0275
FOCUS Support Person (1 per school)	0.0275
JROTC Lead Coordinator (1 per District)	0.1030
JROTC Color Guard	0.0500
JROTC Academic/Leadership Sponsor	0.0199
Lead Literacy Specialist (1 per District)	0.1505
Lead Reading Coach (1 per District)	0.1505

Middle School Field Day Coordinator	0.0105
Mock Trial Coordinator (1 per District)	0.0150
Model UN Coach (1 per building)	0.0200
Music Event Coordinator (8 per District; Honors Chorus, Orchestra, Band)	0.0151

NAF Student Internship Completion Support Person:

5-10 students = .0149
11-20 students = .0198
21-30 students = .0248
31+ students = .0297

School-based Science Fair Coordinator (1 at each middle and high school)	0.0110
Science Fair Coordinator (1 per District)	0.0903
Science Review Committee Chairman (1 per District)	0.0181
Social Studies Academic Competition Coordinator (1 per District)	0.1505
Speech and Debate Team Coordinator (2 per District: 1 Middle and 1 High)	0.0361
Spelling Bee Coordinator (1 per District)	0.0115
Students Working Against Tobacco Contacts (1 at each middle and high school)	0.0211
Web Master (1 per school)	0.0241
Wellness Champion (1 per school)	0.0149

* Supplements are computed by applying the above index to the base pay of $43,760

** In order to receive a supplement for one or more levels (middle school, high school) an assignment must average a minimum of two (2) weekly, after-school sessions during the school year. In order to receive an exhibit or performance supplement for art or music, said activity is to occur outside of the EMPLOYEE's workday (to be approved by the Principal and the SUPERINTENDENT's designee).

*** This amount may be increased by 0.0030* (note about $100 on the BS step 0 for the 05-06 school year) per public performance per school as approved by the SUPERINTENDENT. Payment shall not be made for public performances in excess of fifteen (15) in number.

**** Applicable only to sponsors whose teams annually participate in a minimum of four (4) tournaments.

***** In order to further differentiate pay for high school band directors and assistant band directors (directors), a director who completes four (4) consecutive years as a director in Collier County and continues to be a director in the Collier County Public Schools shall receive a 20% plus adjustment to the supplement amount for the position beginning with his/her fifth (5^{th}) year and continuing through the ninth (9^{th}) year he/she maintains a director position. A 30% plus adjustment to the supplement amount shall be made for the tenth (10^{th}) year and continuing through the fourteenth (14^{th}) year, he/she maintains a director position. A 40% plus adjustment to the supplement amount shall be made for the fifteenth (15^{th}) year he/she maintains a director position. A 50% plus adjustment to the supplement amount shall be made for the twentieth (20^{th}) year in the director position and thereafter as long as he/she maintains a director position.

****** An EMPLOYEE receiving a school sponsor supplement, as approved by his/her Principal, shall receive approved Temporary Duty Leave to participate in state level competition after advancing beyond district level competition. The EMPLOYEE shall receive a $50 stipend for each such state level competition.

Note 1: The Principal may divide this supplement among several EMPLOYEES but not to exceed .0027 per student.

Curriculum and Instruction (C & I) supplements shall be reviewed annually by the appropriate administrator to determine if there is a need for the supplement. Requests for additional C & I supplements may be approved and awarded by the Superintendent and brought forward during subsequent negotiations.

Supplemented positions shall be allocated and approved by the Superintendent on an as-needed basis and subject to appropriate funding.

APPENDIX E – DIFFERENTIATED PAY FOR MIDDLE SCHOOL ATHLETICS

EMPLOYEES who assume additional responsibilities in coaching in and/or coordinating the middle school athletic program will receive differentiated pay as follows:

Middle School Head Coach (1 per school per sport)	.03
Sports: Boys Cross Country	
Girls Cross Country	
Boys Volleyball	
Girls Volleyball	
Boys Soccer	
Girls Soccer	
Boys Basketball	
Girls Basketball	
Boys Track	
Girls Track	
Middle School Assistant Coach (1 per school per sport)	.02
Sports: Boys Volleyball	
Girls Volleyball	
Boys Soccer	
Girls Soccer	
Boys Basketball	
Girls Basketball	
Boys Track	
Girls Track	
Middle School Athletics Site Coordinator (1 per school per year)	.07

In the event of a MS coaching vacancy, and the position is filled at the voluntary discretion of the MS athletic coordinator, that coordinator shall be compensated accordingly for up to one (1) sport per season in addition to the coordinator stipend enumerated in Appendix E.

* Supplements are computed by applying the above index to the base pay of $43,760

APPENDIX F – DIFFERENTIATED PAY FOR HIGH SCHOOL COACHING

EMPLOYEES who assume additional responsibilities in coaching high school athletics will receive differentiated pay as follows: (etc.)

Sport	Head Varsity Coach	Assistant Varsity Coach
Baseball	.10	.06*
Basketball	.12	.07*
Cheerleading		
Fall	.03	.015
Winter	.03	.015
Everglades (per year)	.04	NA
Certified Athletic Trainer (per semester)	.07	NA
Conditioning Coach	.08	NA
Cross Country	.05	NA
Football	.13	.08*
Golf	.05	NA
Lacrosse	.10	.06
Soccer	.10	.06*
Softball	.10	.06*
Spring Football	.03	.02
Swimming	.10	.06*
Tennis	.05	NA
Track	.10	.06*
Volleyball	.10	.06*
Wrestling	.10	.06*
Girls Wrestling	.10	NA
Girls Weightlifting	.05	NA
Beach Volleyball	.10	NA

1. Supplements are computed by applying the above index to the base pay of $43,760.

2. In order to further differentiate pay for high school coaches committed to continued coaching in Collier County, a coach who completes four (4) consecutive years as a coach in Collier County in the same sport and who continues to coach in that sport in the Collier County Public Schools shall receive a 20% plus adjustment to the supplement amount for the position beginning with his/her fifth (5^{th}) year and continuing through the ninth (9^{th}) year he/she maintains a coaching position in the sport. A 30% plus adjustment to the supplement amount shall be made for the tenth (10^{th}) year and continuing through the fourteenth (14^{th}) year, he/she maintains a coaching position in the sport. A 40% plus adjustment to the supplement amount shall be made for the fifteenth (15^{th}) year he/she maintains a coaching position in the sport. A 50% plus adjustment to the supplement amount shall be made for the twentieth (20^{th})

year in the sport and thereafter as long as he/she maintains a coaching position in the sport. The requirement for continuity in the same sport shall be waived if the Principal requests that the coach change sports.

3. In the event a former District coach is reemployed by the District in the previously held coaching position at any District school, the coach shall be credited with the same coaching salary experience previously earned.

4. A coach whose team or individual team member(s) advances beyond district competition in the state tournament structure shall receive a 1% plus adjustment to the supplement amount for the position for each calendar day from the day following the conclusion of district competition through the day of the last competition. The same adjustment shall apply to the cheerleading coach and band director.

* To be approved at the discretion of the SUPERINTENDENT based upon an adequate number of participants.

* Supplements are computed by applying the above index to the base pay of $43,760

APPENDIX G – SALARY SCHEDULE & BENEFITS FOR SUMMER EMPLOYMENT

1. The Summer School Program/Curriculum Writing Projects shall be at the discretion of the BOARD.

2. The salary for teaching summer school shall be calculated by using the hourly rate of the EMPLOYEE for the school year immediately preceding the summer school.

3. The following leave provisions shall apply to regular summer school teaching only:

   A. Sick Leave

      Each EMPLOYEE who is scheduled to work at least one-half of the summer school program shall earn two (2) days of paid sick leave at the conclusion of the first day the EMPLOYEE actually works in summer school. Such sick leave shall be cumulative from summer school to the regular school year. Sick leave earned during the EMPLOYEE's regular contract period may not be used during summer school. A day of sick leave is defined as the number of hours regularly scheduled to be worked per day in summer school. Any EMPLOYEE who works less than one-half of the summer school program will not earn leave.

   B. Personal Leave

      Each EMPLOYEE shall be entitled to one (1) day personal leave from the two (2) days of sick leave posted in "A" above. Such personal leave shall be charged against the sick days earned for summer school and is noncumulative. In any event, an EMPLOYEE may not take more than six (6) personal days of leave each fiscal year.

   C. Other Leave

      Other types of leaves permitted in the summer school program are:

      1) Jury Duty (in accordance with 11.03)

      2) Illness-In-Line-of-Duty Leave (in accordance with 11.04)

4. The salary for participating in curriculum writing projects shall be $35 per hour.

5. There are no leave benefits for any EMPLOYEE who participates in curriculum writing projects.

6. Teaching positions/assignments for the district's Summer School Program first shall be offered to EMPLOYEES who were employed by the district in the preceding school year.

7. EMPLOYEES hired after June 1, 1994, working in critical areas of Exceptional Student Education may be required to work extended contracts as a condition of employment. Those critical areas include the following:

   Hearing Impaired
   Visually Impaired
   Profoundly Mentally Handicapped
   Severely Emotionally Disturbed
   Trainable Mentally Handicapped
   Speech/Language Pathologist

8. Counselors who are requested by their Principal and agree to work during the summer break will be compensated at their regular rate of pay.

APPENDIX H – GRIEVANCE FORM (GF)

NAME OF PERSON(S) FILING GRIEVANCE: _____

SCHOOL/DEPARTMENT: _____ JOB CLASSIFICATION: _____

NAME OF ADVOCATE, IF APPLICABLE: _____

NAME OF PERSON GRIEVANCE FILED WITH: _____

A. DATE CAUSE OF GRIEVANCE OCCURRED: _____

B. SPECIFIC CONTRACT PROVISION GRIEVED:

ARTICLE	SECTION

C. STATEMENT OF GRIEVANCE (including time, place and event leading to the grievance)

D. RELIEF SOUGHT

_____ _____

Signature of Grievant Date of Filing

E. DISPOSITION OF GRIEVANCE – LEVEL I

_____ _____

Signature of Person Making Response Date of Response

RESPONSE OF GRIEVANT:

☐ I accept the above decision. ☐ I appeal the above decision.

_____ _____

Signature of Grievant Date of Response

F. DISPOSITION OF GRIEVANCE--LEVEL II

Signature of Person Making Response

Date of Response

RESPONSE OF GRIEVANT:

☐ I accept the above decision.

☐ I appeal the above decision.

Signature of Grievant

Date of Response

DISTRIBUTION: Original to Supervisor
Copies to Grievant/Association/Office of the SUPERINTENDENT

APPENDIX I – DEDUCTION AUTHORIZATION

Collier County Education Association, Inc. (CCEA)

Social Security Number

MEMBERSHIP ENROLLMENT FORM

School/Work Site

Last Name First Name Middle Initial

Mailing Address City State Zip Code (239) Phone

Payment plan: [ ] Cash (Paid Check No._____) OR [ ] Payroll Deduction

I hereby authorize the District School Board of Collier County, according to arrangements agreed upon with the CCEA, to deduct from my salary and transmit to said Association such dues as annually certified by said Association. I hereby waive all rights and claims to said monies so deducted, except as noted below, in accordance with this authorization and relieve the School Board and all its officers from any liability therefor. This authorization shall remain in full force and effect for all purposes while I am employed by this school district or until revoked by me upon thirty (30) days advance written notice to the School Board's Business Office and said Association. The annual dues payments earmarked for the Collier County Education Association may be deductible as a miscellaneous deduction for federal income tax purposes.

Employee Signature _____ Date _____

APPENDIX J – UNIFORM ASSESSMENT AUTHORIZATION

Mr.
Mrs.
Miss

(Print) Last Name | First | Middle Initial

School Name | Position | Social Security No

To: School Board of Collier County

I hereby authorize you, according to the arrangements agreed upon with the Collier County Education Association, to deduct from my salary and transmit to said Association, uniform assessments as certified by said Association. I hereby waive all rights and claims to said monies so deducted and transmitted in accordance with this authorization and relieve the School Board and all its officers from any liability therefor. This authority shall remain in full force and effect for all purposes until revoked by me in writing upon 30 days' advance written notice, and such notice shall be forwarded directly to the Business Office and the Association.

Date

Employee Signature

APPENDIX K – TERM OF AGREEMENT

This AGREEMENT shall be effective as of July 1, 2022, and shall continue in effect through June 30, 2025.

Collier County Education Association	District School Board of Collier County
Kenneth Mouton President	Jennifer Mitchell Chairperson
Lyle Farmar Director	Kamela Patton Superintendent
Pam Baldwin Chief Negotiator	Valerie Wenrich Chief Negotiator